

**COMPOSITION OF CONTRACT****SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

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		_____
		Total _____

(Signature of Contractor)

**(NK Dixit)**  
EE (Civ) SG  
SSW  
For Chief Engineer

Dated : 2010

\* **Note** :- General Conditions IAFW-1815 (R) and IAFW-1815 (Z) (Revised 1953) may be obtained/seen from HQ CE (P) Shivalik, IDPL Complex, Virbhadra, Rishikesh.

80260/ SS /21 TF/502/164/10-11/XY/E8

12 Nov 2010

M/s \_\_\_\_\_  
\_\_\_\_\_**PART –I QUALIFYING BID****SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

Dear sir (s),

1. Tender documents in respect of the above work is forwarded herewith. Please note that the tender will be received in the office of the Chief Engineer, Project Shivalik, IDPL Complex, Virbhadra, Rishikesh upto **1500 Hrs on 03 Dec 2010 and Qualifying Bid will be opened on the same day immediately after receipt of tender documents. The date of opening of Price Bid will be intimated accordingly.** Tender received after the due date and time will not be considered.
2. Tenderers or their duly authorized representative who have submitted their tenders and who wish to be present at the time of opening of tenders may visit the office of Chief Engineer Project Shivalik at the above mentioned time.
3. Tender documents are prepared in two parts containing the following documents:-

**Part I Qualifying Bid (Srl Page 1 to Srl Page 73)**

- (i) Tender forwarding letters including instruction to tenderers.
- (ii) Eligibility criteria prequalification documents.
- (iii) General Condition of Contract.
- (iv) Special Condition of Contract.
- (v) Particular specification
- (vi) Notice Inviting Tender and errata/amendments

**Part II BOQ Priced Bid (Srl Page 74 to Srl Page 80 )**

- (i) Schedule 'A' Requirement (Srl Page 75)
- (ii) Schedule 'A' (Srl Page No 76)
- (iii) Schedule 'B', C & D (Srl Page No 77 to 78)
- (iv) Tender (Srl Page No. 79)
- (v) Acceptance (Srl Page 80)

Signature of Contractor

For Accepting Officer

4. Tender documents shall be submitted in two parts and each part will be in a separate sealed envelope (supplied by the tenderers) marked Part I and marked Part II. Both the envelope containing Part I (Qualifying bid) and Part II (Priced Bid) duly sealed shall be put in one large size envelope (cloth lined outer cover to be supplied by the tenderers). This outer cover shall indicate name of work, name of bidder, last date and time of receipt of tender prominently.

5. The tender documents (in full) issued by BRO along with various documents required to be submitted/should be dropped in **Tender Box kept at the Office of Chief Engineer Project Shivalik, IDPL Complex, Virbhadra, Rishikesh before the date and time fixed for receipt of tender.** The tender received after due date and time shall not be considered and shall be returned to the tenderer unopened. BRO shall not be responsible for any postal or other delay and shall not take care to ensure the submission of tender at place and time fixed for receipt of tender.

6. The tenderers are requested to forward the following documents along with the tender for evaluation as under:-

- (i) Annual turnover during last five years.
- (ii) Credential for the similar work done during last 5 years, along with certificate from Govt Officers not below the rank of Executive Engineer under whom the work have been executed.
- (iii) Working Capital ( Photocopy of Bank pass books of the firm be enclosed)
- (iv) Balance Sheets for last 5 years.
- (v) Registration certificate with Govt Deptt/PSU duly attested by Gazetted Officer of concerned Deptt **after 01 Apr 2010.**
- (vi) Sale Tax Registration Certificate along with name and residential address of Partners/Proprietor with address of Police Station under whom the residential address falls.
- (vii) Solvency certificate from nationalized bank issued **after 01 Apr 2010.**
- (viii) Photo copy of Pan Card of Partners/Proprietor.
- (ix) Name of Technical personal posted/deployed by the firm along with affidavit from staff and photo copy of their qualification.
- (x) Affidavit for immovable property held by the firm with value along with valuation certificate from enlisted valuer duly indicating that property is free from any disputes and encumbrances and clearly belongs to the contractor and has never been mortgaged and hypothecated.
- (xi) Affidavit for movable property (Veh/Eqpt/Plant etc) held by the firm with value along with valuation certificate from enlisted valuer.

7. Those contractors enlisted with BRO but not working with Project Shivalik are required to produce performance certificate from the concerned Project Chief Engineer where he/his firm is working. The performance certificate should not be more than 180 days old.

Signature of Contractor

For Accepting Officer

8. Tender shall be opened immediately after the time indicated in Para 1 herein before in the presence of tenderers or their authorized representative. Part –II (Price bid) of tenderer shall be put in one envelope and sealed by the opening officer. Part 1 (qualifying bid) will be opened and evaluated as per BRO eligibility criteria/Pre-Qualification criteria given in the tender documents. **Qualified bidders will be informed in advance for date of opening of financial bid (Part II).** Priced bid in respect of technically disqualified tender will be returned unopened. Please note that:-

- (a) The tender shall be based on details and data's given in tender documents, Particular specifications, General conditions of contracts, drawings, general information and lump sum contract form with schedule 'A' (list of work) to be priced by tenderers.
- (b) The Chief Engineer Project Shivalik, IDPL Complex, Virbhadra, Rishikesh will be Accepting Officer here-in-after referred to as such for the purpose of this contract.
- (c) The tender shall be accompanied with Earnest Money amounting to ` **1,20,000/- (Rupees one lacs twenty thousand only)** in the form of Deposit at Call Receipt/Term Deposit Receipt/Special Term Deposit Receipt issued in favour of Chief Engineer (P) Shivalik, Rishikesh by Scheduled Bank. If an unregistered/un-enlisted firm revokes his offer (tender) after opening of bids within the validity period of his offer, the earnest money deposited by the firms along with his tender will be forfeited. The Chief Engineer (P) Shivalik, will return the Earnest Money wherever applicable to all unsuccessful tenderer by endorsing an authority on the deposit receipt for its refund.
- (d) The security deposit amount for this work shall be 25% more than the amount of earnest money based on the value of contract (i.e 1.25 times of the earnest money) subject to the provision that in no case the individual Security Deposit shall exceed ` **11,25,000/- (Rupees eleven lakh twenty five thousand only)**.
- (e) The tenderer shall be deemed to have full knowledge of all relevant drawing documents, samples, site & etc, whether he had inspected them or not.
- (f) The tenderer are strictly advised to quote their rates at the proper place meant for the purpose at **Srl. Page No 76** of tender documents, both in figures as well as in words.
- (g) Any tender which stipulates any alterations to any of the conditions laid down or which proposes any other conditions of any description whatsoever is liable to be rejected.
- (h) Tenderers are requested to submit their strictly complying with the various provisions given in the tender documents.
- (j) Accepting Officer reserves the right to accept the tender submitted by a Public Sector Undertaking, giving a price/purchase preference over other tender (s), which may be lower, as are admissible. **under the Govt. Policy** No claim for any compensation or otherwise shall be admissible from those whose tenders may be rejected on account of the said Policy.
- (k) The submission of tender by a person implies that he has read this tender forwarding letter, the conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and other factors, site conditions taxes & levies prevailing etc which may affect the quotation and execution of the work.
- (l) Tenderer must be very careful to deliver a bonafide tender: failing which the tender will be out rightly rejected. Tenderers are, therefore, advised to ensure that their tender must satisfy each and every condition laid down in the notice.

For Accepting Officer

9. Tenderer must ensure that the tender is unambiguous and is completed in all respects. Your particular attention is drawn to the following requirements, which must be complied with :-

(a) Tender documents are to be signed, dated and witnessed at all the pages provided for the purposed. Each page and all corrections are to be initialled.

(b) All corrections should be signed or initialled. Use of correcting fluid is not allowed.

(c) Cloth lined envelope shall be used for returning the tender documents.

(d) In case you are submitting a BLANK TENDER word 'BLANK' must be prominently endorsed on the envelope, the forwarding letter and general summary duly signed by the tenderer. The tender documents complete including drawing (s) are required to be returned to this office.

(e) If a tender is submitted on behalf of a firm, it may be signed either by all partners or a person holding a valid power of attorney from all the partners constituting the firm. The person signing the tender on behalf of another or on behalf of a firm shall attach with tender a proper power of attorney duly executed in his favour by such other person or by all the partners stating specifically that he has authority to bind such other person (s) or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. The power of attorney shall be executed as indicated below:-

(i) In case of individual, a suitable affidavit should be submitted.

(ii) In case of partnership concern, power of attorney shall be executed by all partners.

(iii) In case of company, power of attorney shall be executed in accordance with the constitution of company.

10. Attention of Tenderer is drawn to the Indian Official Secret Act – 1923 (XIX of 1923) as amended up to date particularly Section 5 thereof.

11. In view of postal and other delays, it is suggested that your tender be posted sufficiently in advance of the last date fixed for receipt of tenders or sent through a special messenger, if necessary. Tender received late will not be considered. Telegraphic communications received in connection with this tender will also be not considered.

12. The tender shall remain open for acceptance for a period of **ninety days (90 Days)** from the date of opening of the tender (excluding the date of opening).

13. This tender shall be signed and returned along with the tender documents and shall form part of the tender documents.

Signature of Contractor

For Accepting Officer

**IMPORTANT**

14. Tenderers are required to quote for complete scope of work as per Schedule 'A' particular specification, special conditions and other provisions of the tender documents, failing which the tender will be considered as "non bonafide" and shall be liable for rejection. Tenderers rate shall be inclusive of all statute levies duties, surcharges, taxes, octroi, service tax etc and including VAT/State sale tax, on works contract payable under the respective statutes pursuant to the Constitution 46<sup>th</sup> Amendment Act 1982. Any other conditions stipulated by the tenderer regarding Sale Tax on works contract will not be considered any such tender will be liable for rejection.

15. The tenderes are advised to visit the work site to acquaint themselves of working and site condition before submitting their tender their tender.

**16. Evaluation Criteria**

Pre-qualification of the tenderers shall be done based on evaluation criteria as under :-

- Stage I: Initial Filter Test
- Stage II: Scoring of Specified Criteria.

**16.1 Initial Filter Test**

The Applicant will be first evaluated on **8 (eight)** initial criteria, which will act as an initial filter. The initial Criteria are given table below. Applicants who do not pass this test will not be evaluated further.

**INITIAL FILTER****Name of Applicant**

No	Criteria	Yes	No
1.	Has the Applicant (*) abandoned any work in the last seven financial years or has it been blacklisted by any Government department-PSU or has any of its contracts been terminated for failure by the Applications or any member to perform?		
2.	Is there any Govt dues/recovery outstanding against the firm?		
3.	Is there any consistent history of unsuccessful or bad litigation (Court/Arbitration cases) in last seven years?		
4.	Has any misleading information given in the application?		
5.	Has the Applicant suffered bankruptcy/insolvency in the last five financial years ?		
6.	Has the applicant not carried out similar type of work as defined in remarks column of Criteria C5		
7.	Has the Applicant inadequate liquidity – working capital less than <b>10% of the Estimated Cost as per NIT?</b>		
8.	Whether the upper tendering limit of contractor enlisted with Central Deptt/State/PSU is less than <b>Rs 60 lakhs</b>		

**Notes :**

1. Joint venture not accepted.
2. Experience as sub-contractor will not be considered and the tenderer will be disqualified.
3. "Yes" answer to any of the above question will disqualify the applicant.

(\*) : the last five means the last five years from the date of opening of Qualifying Bid.

cepting Officer

**16.2 Scoring of Specified Criteria.**

Applicants who passes the initial Filter Test will be further evaluated on the criteria listed below on tables with points as shown on each table by a Technical Expert Committee to be appointed by the Accepting Officer, Criterion reference for evaluation for each application who passed the initial filter test are listed in table below :-

**Table of evaluation Criteria and Maximum Points Available for Scoring**

<b>Criterion Reference</b>	<b>Key Area</b>	<b>Description</b>	<b>Maximum Points</b>
C1	Financial	Working Capital	20
C2	Financial	Annual Average Construction Turnover	20
C3	Resources	Major Highways Equipments Resource	20
C4	Experience	Experience in hilly area	20
C5	Working Experience	Similar type of work	20
		<b>Total</b>	<b>100</b>

16.3 The highest rated applicants will be selected as being pre-qualified subject to final verification and acceptance by the Accepting Officer at its sole discretion, as follows.

- **In no case firm obtaining less than 60 points of total maximum points will be considered as qualified irrespective of the number of participants and position secured.**

16.4 The word '**Estimated Cost**' means the value of work given in the NIT (Notice Inviting Tender).

**16.5 All documents submitted for evaluation of Qualifying Bid should be submitted duly binded and serially numbered. In case documents received are not properly binded and serially numbered, any loss of documents will be considered due to negligence of the tenderer.**

(Signature of Contractor)

For Accepting Officer

**FINANCIAL STANDING****Criterion C1****Working Capital**

Requirement	Assessment Scoring		Remarks
	Value for Criterion in Rupees (in Lakh)	points	
1. The applicant must have the necessary liquidity to withstand the working capital that the contract will require until payment is received for accepted completed work.	More than <b>50%</b> of estimated cost	20	The cost of work given in NIT will be treated as Estimated cost
2. Liquidity will be determined from the bank balance only.	More than and equal to <b>25%</b> but less than <b>50%</b> of estimated cost	15	
3. Credit limit/bank limits will not be considered for calculating working capital.	More than and equal to <b>10%</b> but less than <b>25%</b> of estimated cost	10	
4. Contractor to submit photocopy of pass book duly attested by the concerned bank.			
5. The following details as per pass book be submitted :-	Less than <b>10%</b> of estimated cost	0	
Max bank balance during May 2010- ` _____.			
Max bank balance during Jun 2010- ` _____.			
Max bank balance during Jul 2010- ` _____.			
Max bank balance during Aug 2010 - ` _____.			
Max bank balance during Sep 2010 - ` _____.			
Max bank balance during Oct 2010 - ` _____.			
Total - ` _____.			
<b>Working Capital = Total</b>			
<b>6</b>			

Signature of Contractor

For Accepting Officer



**ANNUAL TURNOVER****Criterion C2****ROAD WORKS**

Description	Assessment Scoring		Remarks
	Criterion Value (in Rupees)	Points	
<b>Annual Turn Over</b>  The experience and capabilities to execute the work with desired speed is also one of the major factor.	Average annual turnover during last three financial years ending 31 Mar of the FY: -		1. Any documentation as required to demonstrate conformance.
	More than <b>50%</b> of estimated cost/Yr	20	
	More than or equal to <b>30%</b> and less than <b>50%</b> of estimated cost/yr	10	
	Less than <b>30%</b> of estimated cost /Yr	0	

- Note :-**
1. Only experience of Govt Sector/ PSU will be considered.
  2. The cost of work given in NIT will be treated as Estimated cost.

Signature of Contractor

For Accepting Officer

**RESOURCES**

<b>Criterion C3</b>			
<b>Major High way equipment Resources</b>			
<b>Types and Numbers of Equipment</b>			
<b>Description</b>	<b>Assessment Scoring</b>		<b>Remarks</b>
	<b>Nomenclature Veh/ Eqpt/ Plant as per particular specifications</b>	<b>Points</b>	
A key factor in successful High way/Hilly road construction is to provide major equipment that is compatible with the geology and the geotechnical condition of terrain, the length of the road, the geometrics of the roads, etc. A contractor who has compatible equipment, particularly if it owns it as this means it has not cash flow restraints, which has been used with success on similar projects will have a sound platform for planning and executing the works in the contract.	Tipper (04 Nos)	<b>5x4= 20</b>	Any documentation as required to demonstrate conformance issued by the competent authority.

Signature of Contractor

For Accepting Officer

**EXPERIENCE IN HILLY AREA (EXECUTION CONTRACT/ SUPPLY CONTRACT)**  
**ATLITUDE MORE THAN 1000 FEET (AFTER 01 APR 2005)**

Criterion C4			
Description	Assessment Scoring	Points	Remarks
As the work to be executed in hilly terrain, the experience in hilly terrain is key factor for successful completion of project. Experience in hilly area for road and bridge works completed/in progress more than <b>25% of estimated cost</b> per financial year will be considered.	More than 4 yrs	<b>20</b>	1. Any documentation as required to demonstrate conformance duly certified by department under which the work has been executed in hilly area except under Project Shivalik.
	More than or equal to 2 yrs and Less than 4 Yrs	<b>10</b>	
	Less than 2 yrs	<b>0</b>	

**Note :- 1. Experience of Govt Department/ PSU will only be considered.**

**2. The cost of work given in NIT will be treated as Estimated cost.**

Signature of Contractor

For Accepting Officer

**WORKING EXPERIENCE**

<b>Criterion C5</b>			
<b>Description</b>	<b>Assessment Scoring</b>	<b>Points</b>	<b>Remarks</b>
Experience of having successfully completed similar type of work is one of the major factor for successful completion of project.	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;"><b>OR</b></p> <p>One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p>	<b>20</b>	<p>1. Acceptance letter alongwith its completion certificate issued by competent authority for the particular work. For each work separate acceptance letter and completion certificate is required to be submitted.</p> <p>2. In case of running contract payment received upto last RAR will be considered for evaluation.</p> <p><b>3. Similar Type of Work means supply of road constructional materials such as stone boulders, stone aggregates of different sizes and sand as per MOSRT&amp;H specifications</b></p>

**Note :-**

1. Experience of Govt Department/ PSU will only be considered.
2. The cost of work given in NIT will be treated as Estimated cost.
3. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

Signature of Contractor

For Accepting Officer

**GENERAL CONDITIONS OF CONTRACTS**  
**IAFW-1815 (R) AND IAFW-1815 (Z) (Revised 1953)**  
**FOR ITEM RATE CONTRACTS (IAFW-1815 (R))**

1. A copy of the GENERAL CONDITIONS OF CONTRACTS (IAFW-1815 (Z)) has been supplied to me/us and or is in my/our possession . I/We have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof, as modified, if any elsewhere in these tender documents.
  
2. It is hereby further agreed and declared by me/us, the GENERAL CONDITIONS OF CONTRACTS including conditions 37 thereof pertaining to settlement of disputes by arbitration, containing pages (**Serial page No. 13 to 64**) form part of these tender documents.
  
3. Wherever the phrases Commander Works Engineer (CWE) and Garrison Engineer (GE) have been used in the General Conditions of Contract (IAFW-1815 (Z)) the same are considered as Task Force Commander and OC Contract respectively as applicable in Border Roads Organization.

(Signature of Contractor)

Dated\_\_\_\_\_

For Accepting Officer

Dated\_\_\_\_\_

**SPECIAL CONDITIONS**

1. **GENERAL** :-The following special conditions shall be read in conjunction with General Conditions of the contract IAFW-1815 (R) & (Z) (Revised 1953 print) including upto date errata and amendments. If any provisions in these special conditions is/are at variance with the provisions in the General Conditions of contract, the former shall take precedence thereof.

2. **SCOPE OF WORK**:-

**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

3. **VISIT TO SITE**:-

(a) The Contractor is advised to visit the site of work with the prior approval of **OC 123 RCC (GREF), C/ o 56 APO** for supply to be made and make himself familiar with the working conditions, road accessibility etc which affects the work.

(b) The contractor shall be deemed to have fully inspected the work site and satisfied himself with the specifications of work contained in the tender documents and no extra charges consequent upon any misunderstanding or otherwise which may arise later shall be allowed.

(c) The Contractor shall be deemed to have been fully conversant with the conditions prevailing at site where the work lies, like restrictions in plying of vehicles imposed by the security forces and also the liability for the security check etc. The department will not be responsible for any eventualities due to security risks/requirements.

4. After receipt of intimation of acceptance of contract, contractor shall submit samples of materials within **seven days**, to the OC Contract for his approval. The supplies shall be conforming to the approved samples kept with the OC Contract.

5. **QUALITY CONTROL TESTS**: - The material supplied by the contractor shall be accepted after the laboratory tests as specified in the particular specification of the tender. The cost of tests will be borne by the contractor and the contractor shall not be entitled to any extra payment on this account.

6. **STACKING** :

(a) The material shall be stacked on an even ground or platform prepared in advance for this purpose by the contractor at his own cost and in a manner that permits for correct and ready measurements. Materials shall not be stacked at locations liable to undulations. However, stacking should be done as per the instruction of OC Contract/Engineer-in-Charge.

(b) The dimensions of the stacks shall be approved by the OC Contract/Engineer-in-Charge. When the materials are improperly stacked, the Engineer-in-Charge shall have the right to order complete re-stacking of the materials as per the laid down specifications, at the cost of the contractor.

Signature of Contractor

For Accepting Officer

7. **MEASUREMENTS:-**

(a) Measurements shall be jointly taken and recorded in the MB by the Engineer-in-Charge and the contractor or his accredited representative. As soon as supplies or part of supplies are completed, the contractor shall inform the Engineer-in-Charge, who shall fix a date and time for the measurement as soon as possible. The contractor must make himself or his accredited representatives available at the appointed date and time for jointly taking and recording the measurement. The contractor shall provide necessary labour and other tools required for taking the measurements. Contractor shall not be entitled to any extra payment on this account. In case the contractor or his accredited representative fails to report for taking measurement at the appointed date and time, as intimated by the Engineer-in-Charge in writing, the measurement shall be taken by the Engineer-in-Charge without the presence of contractor or his accredited representative and measurements thus taken shall be final and binding on both parties.

(b) Unless otherwise directed, measurements shall not be taken until sufficient quantity of material supplied and stacked. Immediately after the measurement, the stacks shall be marked by white wash by the contractor or any other means, as directed by the Engineer-in-Charge.

(c) Materials supplied at site shall be paid for in cubic meters. The actual volume of the materials to be paid for shall be computed after deducting the specific percentage from the volume computed by stack measurement given below:-

S/ No	Standard size aggregates	Percentage void deduction in volume computed by stack measurement to arrive at the volume to be paid for
(i)	Coarse Sand	5%

8. **SALE TAX/ OTHER TAXES** :- If any Sales tax, Excise tax, Chungi/Octroi, Toll tax etc, are levied by State Govt, during the currency of the contract, these taxes will be paid and borne solely by the contractor.

9. **INCOME TAX DEDUCTION** :- As per Govt of India, Board of Director Taxes circular No. 681 dated 08 Mar 94, Income Tax @ 2% and Surcharge on IT thereon shall be deducted from Contractor's bill/RAR.

10. **REIMBURSEMENT/ REFUND ON VARIATION IN : TAXES DIRECTLY RELATED TO CONTRACT VALUE ”**

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes ( including sales Tax/VAT on materials, Sales Tax/VAT on Works Contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax etc), duties, Royalties, Octroi & other levies payable under the respective states. No re-imburement/refund for variation in rates of taxes, duties, royalties, Octroi & other levies, and/or imposition/abolition of any new/existing taxes, duties, Royalties, Octroi & Other levies shall be made except as provided in sub para (b) here-in-below :

Signature of Contractor

For Accepting Officer

(b) (i) The taxes which are levied by Government at certain percentage rates of Contract Sum/Amount shall be termed as "taxes directly related to contract value" such as Sales Tax/VAT on works contracts, Turnover Tax, Labour Welfare Cess/tax and like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rates of "tax directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded Contractor the Govt./deducted by the Govt. from any payments due to the contractor. Similarly imposition of any new " taxes directly related to contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any " taxes directly related to contract value " prevailing on last due date for receipt of tenders shall be refunded by the contractor to the Govt./deducted by the Govt. from the payments due to the contractor.

(ii) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any "taxes directly related to contract value" give written notice thereof to the OC Contract stating that the same is given pursuant to this Special Condition, together with all information relating thereto which he may be in a position to supply. The contractors shall submit the other documentary proof/information as the OC Contract may require.

(iii) The contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorized representative of Govt., and shall further, at the request of the OC Contract furnish, verified in such a manner as the OC Contract may require, any documents so kept and such other information as the OC Contract may require.

(iv) Reimbursement for increase in percentage rates/imposition of " taxes directly related to contract value" shall be made only if the contractor necessarily and properly pays additional " taxes directly related to contract value " to the Govt. without getting the same adjusted, against any other tax liability or without getting the same refunded from the concerned Government Authority and submit documentary proof for the same as the OC Contract may require.

11. **SECURITY AND PASSES:-**

(a) The contractor shall strictly adhere to all instructions given by the Engineer-in-Charge from time to time with regard to the security arrangements and issue of passes of control and admission of the contractor, his agents, and servants to the site of work.

Signature of Contractor

For Accepting Officer



(b) The contractor and his agents, servants and all his persons related to work shall observe the rules formulated by the authority controlling the area in which the supplies under the contracts are to be delivered. Prohibition of smoking, fire precautions, search of person and vehicle, at time of entry and exit, may be conducted by Military/GREF authorities at the site of delivery of Stores at any time and for any number of times for Security reasons. No extra claim whatsoever shall be entertained from the contractor for such contingencies.

(c) The Contractor shall employ only Indian Nationals as representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them on works. He shall ensure that persons of doubtful antecedents and Nationality are not employed or entrusted with the works. During currency of the contract, if anybody is suspected to have any connection with anti-national elements/activities, he will immediately be removed and contractor shall have no claim whatsoever on this account.

12. **MINIMUM FAIR WAGES PAYABLE TO LABOUR:-** The contractor shall have no claim whatsoever , if on account of any local regulation or otherwise he is required to pay any wages in excess of minimum wages shown in the schedule of the minimum fair wages under condition 18 of General conditions of the contract of IAFW-1815(Z) .

13. **RATES:-**

(a) Rates in schedule `A` shall not be subject to any adjustment whatsoever due to fluctuations/variations in the local market rates and rate of dearness allowances etc for labour, material, fuel etc during the contract period.

(b) Rates quoted by the contractor / tenderer shall be deemed to be inclusive of all such contingencies during execution of contract till completion of contract.

14. **INSPECTION REF CL 8 (C) of GENERAL CONDITIONS OF CONTRACT OF IAFW-1815(R) and IAFW-1815 (Z):-** Inspection of work at different stages will be carried out by Engineer-in-Charge / OC Contract or any other officer of the contract concerned with this work. The contractor shall provide all facilities for such inspection and examination of any part of the work and no special claim on this account shall be accepted by the Department.

15. **EMPLOYMENT OF LOCAL LABOUR REFER CLAUSE 18 OF CONDITIONS OF CONTRACT IAFW-1815(R) and IAFW-1815 (Z):-** The contractor shall as far as possible employ local labour under this contract. All facilities as per provision in labour act will be provided to the labourers by the contractor.

Signature of Contractor

For Accepting Officer

16. **ROYALTIES:** - The contractor shall make his own arrangements for procuring materials and required under the contract and that he shall be responsible for making payment of royalty and monopoly charges for concerned state Departments/other Agencies.

(a) The contractor shall submit a certificate as under :-

It is certified that I/We, M/s (Primary License Holder) having a license No. \_\_\_\_\_ issued by Forest/Mining Department, Government of \_\_\_\_\_ Have supplied the following materials to M/s \_\_\_\_\_ (contractor) against CA NO. CE (P) /TF Commander \_\_\_\_\_ to \_\_\_\_\_ during the period from \_\_\_\_\_ to \_\_\_\_\_.

Material	Quantity Supplied
(i)	
(ii)	

(b) It is further certified that Royalty etc for above quantity of Materials at applicable rates have been paid by us to the concerned Department of the Government of \_\_\_\_\_. A copy of No Demand Certificate/Challan/Permit/Affidavit duly verified by the concerned Department etc is attached herewith.

(M/s \_\_\_\_\_)

(Primary License Holder)

17. **AMENDMENTS:** - Amendments, if necessary will be carried out by an officer competent to accept a contract, provided that the contract as amended is within his power as per MESR para 440.

18. **Disputes:** All cases of disputes under this contract shall be dealt under Arbitration and Conciliation Act 1996. The arbitration award published by the Arbitrator shall be filed in the appropriate court at Uttarakhand and Nanital Court shall be deemed to have jurisdiction on all matter executed/ to be executed under this contract. The arbitrator shall give reasons for the award in each and every case in respect of the value of claims or counter claims.

19 **Legal Jurisdiction :** Legal jurisdiction for this contract agreement shall be Hon'ble High Court Nanital.

20. Following details shall be furnished by the contractor to OC Contract:

- (a) Bank A/C No
- (b) Banker's Name and address
- (c) Permanent address

Signature of Contractor

For Accepting Officer

**PARTICULAR SPECIFICATION**

**A. GENERAL :** The specifications contained in Ministry of Surface Transport – Specifications for Road and Bridge works (Fourth Revision) published by the Indian Roads Congress (here in after referred to as MOSRT & H specifications) shall generally be followed except otherwise mentioned in succeeding clause/conditions/paras.

**B. PARTICULAR SPECIFICATIONS FOR:- SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

**1. SCOPE**

1.1 The work consist of supply and stacking of **Crushed stone dust/ Coarse sand** for permanent works.

**2. MATERIAL FOR PERMANENT WORKS**

2.1 **Coarse Sand/ Crust stone Dust:-** As per section 1008 of MOSRT&H specification sand shall be clean, free from deleterious materials, dust lumps of flaky materials. Sand shall confirm to IS: 383 and test for conformity shall be carried out as per IS: 2386 (Part I to VIII).

The fineness modulus of fine aggregates shall be between 2 and 3.5.

The grading of sand shall be in conformity with table No. 1000-2 MOSRT&H specifications ( 4<sup>th</sup> edition) Re-printed Nov 2008 as given below :

**TABLE 1000-2 : REQUIREMENTS OF COARSE SAND/ CRUST STONE DUST**

<b>IS Sieve Size</b>	<b>Percent by Weight Passing the Sieve (ZONE-II)</b>
10 mm	100
4.75 mm	90-100
2.36 mm	75-100
1.18 mm	55-90
600 micron	35-59
300 micron	8-30
150 micron	0-10

**3. Frequency of Tests:-** Tests on materials will be carried out as per following frequency.

(i) coarse sand/ crust stone dust - One Test for every 100 Cum

Signature of Contractor

For Accepting Officer

**BORDER ROADS ORGANISATION**  
**CHIEF ENGINEER PROJECT SHIVALIK**  
**NOTICE INVITING TENDER**

1. A sealed tender is invited for “**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**”.

2. Tender documents may be downloaded from BRO website [www.bro.gov.in](http://www.bro.gov.in) or [www.bro.nic.in](http://www.bro.nic.in) and printout is to be taken on A4 size paper. It is advisable the downloaded to be printed through laser printer only. Submission of Xerox copy of photo copy of tender is not permitted.

3. The work is estimated to cost **Rs 80.00 lakh (Rupees eighty lakhs only)** approximately. This estimate, however, is not a guarantee and is merely given as rough guide and if works cost more or less, tendered shall have no claim on that account of what so ever nature.

4. The tender shall be based on General Conditions of Contracts on **IAFW-1815 (R) &(Z)** special conditions and particular specifications with schedule ‘A’ (list of works) to be priced by tenderers.

5. Not more than one tender shall be submitted by one contractor or one firm of contractors. Under no circumstances will a father or his son (s) or other close relations who have business dealing with one another will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

6. The work is to be completed within **06 months for Phase-I and 06 months for Phase-II after completion of Phase-I works**, from the date of commencement to be indicated in work order.

7. Interested tenderer may also submit application in the office of the HQ CE (P) Shivalik, IDPL Complex, Virbhadra, Rishikesh, Uttarakhand so as to reach this HQ on or before **10 Nov 2010**. However invitation for applications for issue of tender documents does not constitute and guarantee for issue of tender to applicant even to enlisted contractors of appropriate class. Issue of tender will be decided by the Accepting officer based on past track records, financial position and experience of similar works of the applicants/contractor. The decision of the Accepting Officer for issue of tender or otherwise to the applicant/contractor shall be final and applicant/contractor shall not be entitled to any compensation for rejection of his application. Tender forms and conditions of contract and others necessary documents will be issued by **12 Nov 2010 onwards**.

8. The Chief Engineer (P) Shivalik, will be Accepting Officer here-in- after referred to as such for the purpose of this contract.

9. Tender (in full) either downloaded from BRO web site or issued by BRO will be received by HQ CE (P) Shivalik, IDPL Complex, Virbhadra, Rishikesh, Uttarakhand at **1500 HRS on 03 Dec 2010 and the Qualifying Bid will be opened on the same day immediately after receipt of tender documents. The date of opening of Price Bid will be intimated accordingly.**

10. Intending tenderers are advised to visit BRO website three days prior to date of opening of tender for any corrigendum/addendum/amendment. Tender received after due date shall not be considered for opening and no reason for delay or claim whatsoever shall be entertained.

Signature of Contractor

For Accepting Officer

11. The tender shall be accompanied by Earnest money amounting to **Rs 120000.00 (Rupees one lakhs twenty thousand only)** in the form of deposit at call receipt issued in favour of the Chief Engineer Project Shivalik, IDPL Complex, Virbhadra, Rishikesh by a scheduled Bank or in the form of receipt of treasury Challan. The amount being credited to the revenue deposit of the Chief Engineer Project Shivalik, IDPL Complex, Virbhadra, Rishikesh. Chief Engineer (P) Shivalik will return the earnest money wherever applicable to all unsuccessful tenderers by endorsing an authority on the deposit for its refund. Chief Engineer (P) Shivalik will return the earnest money to successful tenderer by endorsing an authority on the deposit receipt for its refund on receipt of the specified amount of security deposit or will retain the same as part on account of security deposit if such transaction is feasible.

12. The tenderers are advised to visit the work site by making prior appointment with the **Commander HQ 21 BRTF, C/ o 56 APO/ OC 123 RCC (GREF), C/ O 56 APO.**

13. A tenderer shall be deemed to have full knowledge of all relevant documents site etc whether he has inspected them or not.

14. Any tender which stipulates any alteration to any of the conditions laid down or proposes any other conditions of any description whatsoever, is liable to be rejected.

15. The Accepting Officer reserves his right to accept a tender submitted by a Public Undertaking, giving a Price preference over other tender (s) which may be lower, as are admissible under the Govt. policy. No claim for any compensation or otherwise shall be admissible from such tenderer (s) whose tenders may be rejected on account of the said policy.

16. The submission of a tender by a tenderer implies that he had read this notice and conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores etc will be issued to him and local conditions and other factors bearing on the execution of the work.

17. Applicant contractor have to attach a demand draft/Banker Cheque for **Rs 1000/ - (Rupees one thousand only)** in favour of CE (P) Shivalik, C/o 56 APO and payable at SBI, Rishikesh (Uttarakhand) obtained from any Nationalized/scheduled Bank valid for six months with their application as the cost of tender forms/documents. The all applicable Bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Govt. In case of re-tendering, the firms which has submitted the DD/Banker Cheque in earlier calls will require to submit DD/Banker Cheque along with their fresh application also. **Tender not accompanied with the cost tender document is liable to be rejected.** However, public sector under taking/Govt undertaking firms are exempted from the payment towards cost of tender documents.

18. The demand Draft/ Banker Cheque attached with the application form shall be non re-fundable if the tender documents are issued to the contractor. However, it shall be returned to the applicant by the Accepting Officer in case the tender form is not issued.

19. The applicant contractor shall not become automatically entitled for issue of tender by virtue of enclosing DD along with the application and the Accepting Officer shall reserve the right to deny issue of tender to any applicant contractor.

20. The downloaded tender forms will be accepted if accompanied by DD/Bankers cheque of **Rs 1000/ - towards cost of tender.**

21. Application/Tender documents downloaded from website not accompanied requisite value of Demand draft/Bankers Cheque toward cost of tender shall not be considered.

Signature of Contractor

For Accepting Officer

-3-

22. In case of selective tendering or where in adequate applications are received suitable contractor may be selected and they shall also be asked to forward DD/Banker Cheque towards the cost of tender. Tenders will be issued to such contractors only thereafter.

23. The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reasons for not doing so.

24. Tenderer who have downloaded the tender from the BRO website shall submit declaration along with tender document that I/we have downloaded the tender from BRO website [www.bro.gov.in](http://www.bro.gov.in) or [www.bro.nic.in](http://www.bro.nic.in) and I/we have not tempered/modified the tender from in any manner. In case if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with BRO.

25. For further particulars, you may also see "Indian Trade Journal" dated **26 Oct 2010** and refer bro website <http://www.bro.nic.in> and [www.bro.gov.in](http://www.bro.gov.in). **Above particulars may change due to Adm or any other reasons and shall be available in BRO website [www.bro.nic.in](http://www.bro.nic.in). Therefore, bidders/ contractors are requested to visit BRO website frequently for any changes in above particulars.**

26. This notice of tender shall form part of the contract.

(Signature of Contractor)

(SD XXX)

EE (Civ) SG

SSW

For Accepting Officer

Dated : 2010

80260/ SS /21 TF/502/164/10-11/19/E8

05 Oct 2010

Headquarters  
Chief Engineer  
Project Shivalik  
C/o 56 APO

**Distributions:**

- |  |  |
|--|--|
| 1. HQ CE (Project) _____<br>C/o 56/99 APO  | 2 _____ BRTF (GREF)<br>C /o 56 APO   |
| 3. HQ DGBR/EDP Cell<br>Seema Sadak Bhawan,<br>Ring Road Delhi Cantt<br>New Delhi-110010                          | 4. HQ 123 RCC (GREF), C/o 56 APO   |
| 5. HQ DGBR/E8 Section<br>Seema Sadak Bhawan,<br>Ring Road Delhi Cantt<br>New Delhi-110010                        | 6. AO (P) Shivalik<br>C/O 56 APO   |
| 7. All India Traders Information Bureau<br>Post Box No. 25 (Post Office)<br>Shastri Nagar ,Jaipur (Rajasthan)    | <b><u>REGD POST</u></b><br>9. M/s Krishnamani Thapliyal<br>TCP chhawani Bazar, Joshimath<br>Distt – Chamoli (Uttarakhand)                    |
| 8. Director General of Commercial<br>Intelligence and Statistics,<br>1, Council, House Street<br>Kolkata-700 001 | - For information alongwith an advance<br>copy of condensed version of advertisement<br>for publishing same in your <b>ITJ on 26 Oct'10.</b> |

[TO BE USED IN CONJUNCTION WITH ATTACHED DGBR GENERAL CONDITIONS OF CONTRACTS BASED ON IAFW-1815 (R) AND 1815 (Z) Revised 1953]

**DIRECTORATE GENERAL BORDER ROADS**

**PART –II PRICED BID**

**Registered/ AD**

Headquarters  
Chief Engineer  
Project Shivalik  
C/o 56 APO

80260/ SS /21 TF/502/164/10-11/XY/E8

12 Nov 2010

Name of works :- **SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

1. Shri/M/s \_\_\_\_\_

is/are hereby authorized to tender for the above work. The tender is to be delivered at the office of Chief Engineer (P) Shivalik, IDPL Complex, Virbhadra, Rishikesh, Uttarakhand upto 1500 Hrs on 03 Dec 2010 marked on the top **SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

2. All documents must be returned whether or not, a tender has been submitted.

3. Any correspondence concerning this tender should be addressed, quoting the reference as given and indicated at the top of this sheet.

THE ACCEPTING OFFICER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANY TENDER AND RESERVES THE RIGHT TO DO SO WITHOUT ASSIGNING ANY REASON

(Signature of Contractor)

Signature of Officer  
Issuing the tender Documents



SCHEDULE 'A'**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

1. The unit rates/amount quoted by the tenderer for the various items in this schedule shall be deemed to include for the provision of all constructional stores, Tools and Vehicles/Eqpts/plants, Manpower as required for successful completion of this work detailed in tender documents.
2. The tenderer is required to quote his unit rates both in figures and words under column 05 & 06 of schedule 'A' and extend the amount to column 07 & 08 and carry over total of all items of schedule 'A' on **Srl page No 76** here to.
3. The period of completion stipulated in column No. 9 of schedule 'A' shall be reckoned from the date of placing of work order.
4. No price escalation shall be made for any item of work during the currency of the contract or for extended date of completion if granted under condition 5,6 and 7 of General Condition of contract- IAFW-1815(R) and IAFW-1815 (Z) (Revised 1953). The rates quoted shall be final and valid upto the physical/financial completion of work and no variation in prices on account of material, labour or fuels required for completion of work shall be admissible/permisible during the currency/execution of the contract.
5. The quantities quoted in column No. 4 of schedule 'A' are approximate and are inserted as a guide only and if it is more or less tenderer will have no claim on this account. However the same shall not be varied beyond the deviation limit.
6. The total period of completion for the work will be of **06 months for Phase I** from the date of commencement to be indicated in work order **and 06 month for Phase –II after completion of Phase- I works.**
7. Rate quoted will be considered inclusive all types of taxes.
8. The tender shall remain open for acceptance for **90 days** from the date of its opening (excluding date of opening of tender).
9. The materials shall be conforming to particular specifications indicated in the tender documents.
10. The tender will be considered for acceptance as a whole.

(Signature of Contractor)

Dated \_\_\_\_\_

For Accepting Officer

Dated \_\_\_\_\_



**SCHEDULE 'A'**

Ser No.	Description of work	Unit for Supply and Accounting	Approximate Qty	Unit Rate in		Total Amount in		Period of completion	Remarks
				Figures	Words (Rs)	Figures	Words (Rs)		
1	2	3	4	5	6	7	8	9	10
1	<b><u>SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&amp;H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE</u></b>								
	<b><u>A. Phase -I</u></b>								
(a)	Crushed stone dust/ Coarse Sand	Cum	2000.00						
		<b>TOTAL Phase -I</b>							
	<b><u>B. Phase -II</u></b>								
(a)	Crushed stone dust/ Coarse Sand	Cum	4686.00						
		<b>TOTAL Phase -II</b>							
		<b>G/ Total</b>							
								<b>06 Months</b> from the date of commencement to be indicated in the Work Order.	
								<b>06 Months</b> after completion of Phase – I works.	

Signature of Contractor

For Accepting Officer

**SCHEDULE – 'B'****ISSUE OF STORES ETC TO THE CONTRACTOR**

NAME OF WORK :-

**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

Srl No.	Particulars	Rate at which Material will be issued to the contractor		Place of issue by name	Remarks
		Unit	Rate		
1	2	3	4	5	6
- NIL -					

- NIL -

(Signature of Contractor)

Dated \_\_\_\_\_

For Accepting Officer

Dated \_\_\_\_\_

**SCHEDULE – 'C'****LIST OF TOOLS AND PLANT (OTHER THAN TRANSPORT) WHICH WILL BE HIRED TO THE CONTRACTOR**

NAME OF WORK :-

**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21 BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

Srl No	Quantity/ Particulars	Details of crew supplied	Hire charges per unit per working day	Stand by charges per unit per off day	Place of issue by name	Remarks
1	2	3	4	5	6	7
-NIL-						

-NIL-

(Signature of Contractor)

Dated \_\_\_\_\_

For Accepting Officer

Dated \_\_\_\_\_

**SCHEDULE – 'D'****TRANSPORT TO BE HIRED TO THE CONTRACTOR**

NAME OF WORK :-

**SUPPLY AND STACKING OF CRUSHED STONE DUST/COARSE SAND AS PER  
MOSRT&H SPECIFICATIONS FOR DEPARTMENTAL EXECUTION OF PERMANENT  
WORKS BETWEEN KM 41.775 TO KM 48.675 ON JOSHIMATH – MALARI ROAD IN 21  
BRTF AREA UNDER PROJECT SHIVALIK IN UTTARAKHAND STATE**

Srl No	Quantity/Particulars	Rate per unit per working day	Place of issue	Remarks
1	2	3	4	5

- NIL -

(Signature of Contractor)

Dated\_\_\_\_\_

For Accepting Officer

Dated\_\_\_\_\_

**TENDER**

1. The President of India.
2. Having examined and perused the following documents: -
  - (a) Specifications on behalf of Chief Engineer.
  - (b) Schedule 'A','B', 'C' and 'D' attached hereto.
  - (c) General conditions of contract, IAFW-1815(R) and (Z) (Revised 1953)
  - (d) Special conditions of contract.
  - (d) Particulars specifications of contract.
3. That a sum of ` **1,20,000/- (Rupees one lakh twenty thousand only )** forwarded as earnest money shall be retained as a part of security deposit or shall be refunded on receipt of the appropriate amount as security deposit within the time specified in IAFW-1815(R) and IAFW-1815 (Z) (Revised 1953) General conditions of contract.
4. To supply to the extent to which my/our tender may herein be accepted upon the terms and conditions contained or referred to in the said documents and the price or prices quoted by me/us in schedule 'A' hereto, such of the provisions of the items in Sch 'A' as may be required and demanded to me/us during the period of **06 months for Phase I** from the date of placing of work order **and 06 month for Phase -II** after completion of Phase-I, and in respect of these on my/our tender may herein be accepted. I/we further agree that, any condition of sale or contractors general reservations, which may be printed or written on any correspondence, delivery notes, invoice etc submitted by me/us in connection with this contract shall not be applicable hereto and to refer all disputes, as required by conditions 37 of the sole arbitrator or an Engineer Officer to be appointed by the DGBR, Whose decision shall be final and binding.
5. Any supplies being manufactured under the provision of the contract will be inspected during the currency of execution and on final completion by Engineer-In-Charge/OC contract/Task Force Commander/ Accepting Office.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ day authorized to sign the tender for and on behalf of Name \_\_\_\_\_

( In capital letters)

(Signature of the Contractor)

Dated :

Witness: - 1

Name & Postal address

\_\_\_\_\_  
\_\_\_\_\_

Witness: - 2

\_\_\_\_\_  
\_\_\_\_\_

For Accepting Officer

**ACCEPTANCE**

\_\_\_\_\_ alterations have been made in this document and as evidence that these alterations were made before the execution of this contract agreement, they are/have been initialed by the contractor and Shri \_\_\_\_\_.

The said officer is hereby authorized to sign and initial on behalf of the undersigned, the documents forming part of contract.

The above tender is accepted by me on behalf of the President of India in respect of item No. \_\_\_\_\_ therein for the amount of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only)

**Signature dated the \_\_\_\_\_ day of \_\_\_\_\_ 2010**

FOR AND ON BEHALF OF THE  
PRESIDENT OF INDIA

Signature of the Contractor

Signature \_\_\_\_\_

Dated : \_\_\_\_\_

Appointment \_\_\_\_\_