



TENDER NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD
NOTICE INVITING e-tender No. BB/ ID/e-tender/2019-20/1653-1663
Dated: 09.08.2023

The Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar, Arunachal Pradesh invites online item rate bids on behalf of the Brahmaputra Board **in two bid system** (Technical & Financial bid) for the work:- **"Protection of Lipu, Liru village, Likabli township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh."**

NIT No. BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023

Estimated Cost : Rs. 14,83,34,000.00

Earnest Money Deposit : Rs. 24,83,340.00

Cost of Tender Document : Rs. Nil

Period of completion : 24 Months

Last time and date of submission of bid : 24.08.2023 (up to 1700 hours)

The bid document and other details can be obtained from the website <http://eprocure.gov.in>. This notice may also be seen at website <http://brahmaputraboard.gov.in>. All corrigendum shall be issued online only at <http://eprocure.gov.in>.

Executive Engineer
Itanagar Division
Brahmaputra Board
Itanagar, Arunachal Pradesh

Copy to:-

1. The PPS to the Chairman, Brahmaputra Board, Guwahati-29 for favour of kind information of the Chairman.
2. The PS to the Vice Chairman, Brahmaputra Board, Guwahati-29 for favour of kind information of the Vice Chairman.

3. The Chief Engineer-I, Brahmaputra Board, Basistha, Guwahati-29 for favour kind information.
4. The Chief Engineer-II, Brahmaputra Board, Basistha, Guwahati-29 for favour kind information.
5. The PS to the Deputy Financial Adviser, Brahmaputra Board, Guwahati-29 for favour of kind information of the Financial Adviser.
6. The Dy. Chief Engineer, Itanagar, Brahmaputra Board, 2ns Floor 'Grace Apartment' 'C' sector Itanagar -785001 for kind information.
7. All Executive Engineer under Brahmaputra Board for information and wide circulation.
8. The In-charge, I.T. Cell, Brahmaputra Board. He is requested to publish the Notice in the web sites of Brahmaputra Board. (Soft copy enclosed)
9. The Assistant Director, Official Language, Brahmaputra Board, Basistha, Guwahati-29 for information and necessary action.
10. Notice Board of Office of the Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar (A.P).



GOVERNMENT OF INDIA
MINISTRY OF JAL SHAKTI
DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT
& GANGA REJUVENATION
BRAHMAPUTRA BOARD

Name of Work: "Estimate for Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh."

NIT No. **BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023**

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PART - I

TENDER NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD
NOTICE INVITING e-TENDER No. BB/ID/e-tender/2019-20/1653-1663 dated
09.08.2023

The Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar invites on behalf of Brahmaputra Board, online item rate bids **in two bid system** for following work:-

Sl. No.	NIT No.	Name of work & location	Estimated cost put to bid	Earnest Money	Period of completion	Bid submission closing date & time	Period during which EMD, cost of bid document and other documents shall be submitted	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
01	BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023	Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh	Rs 14,83,34,000.00	Rs 24,83,340.00	24 months	24.08.2023 (1700 hrs)	Up to 24.08.2023 (1700 hrs)	Technical bid on 25.08.2023 (1300 hrs.)

The bid document and other details can also be obtained from the website <http://eprocure.gov.in> This notice may also be seen at website <http://brahmaputraboard.gov.in>. All corrigendum shall be issued online only at <http://eprocure.gov.in>

COST OF BID DOCUMENT, EMD & TECHNICAL BID

Name of Work: - Protection of Lipu, Liru village, Likabali township including BRO HQ
Likabali Army Division in Lower Siang District, Arunachal Pradesh

Note :-The bids may only be submitted online after uploading the mandatory scanned documents such as Demand Draft / Banker's Cheque / Fixed Deposit Receipts of **Rs.24,83,340.00** towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar payable at Itanagar and other documents as specified in the "INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE".

ANNEXURE-23
(Refer SOP No 4/9)

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF
BID DOCUMENT AND TO BE POSTED ON WEBSITE**

(Applicable for inviting bids on 2/3 bid system)

The Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar on behalf of Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financially sound Indian Contractors / Companies / Firms fulfilling eligibility and qualification requirements specified in Bidding Documents for the below mentioned work:

Sl. No	NIT No.	Name of work & location	Estimated cost put to bid	Earnest Money	Period of completion	Bid submission closing date & time	Period during which EMD, cost of bid document and other documents shall be submitted	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
01	BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023	Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh	Rs 14,83,34,000.00	Rs 24,83,340.00	24 months	24.08.2023 (1700 hrs)	Up to 24.08.2023 (1700 hrs)	Technical bid on 25.08.2023 (1300 hrs.)

1. Contractors who fulfil the following requirements shall be eligible to apply:
 - a. The bidder should have satisfactorily completed the works as mentioned below during the last seven years ending **previous day of last date of submission of bids-**
 - i) Three similar works each costing not less than **40%** of the estimated cost put to tender or two similar works each costing not less than **60%** of the estimated cost put to tender or one similar work costing not less than **80%** of the estimated cost put to tender.

Similar work shall mean - "Anti-Erosion works & Retaining Walls, Bridges, and Flood Management Works"

The certificate for successful completion of work should be issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent. **(Scanned copy of completion certificate along with copy of Work Order to be uploaded).**

- b. The bidder should have average annual financial turnover of at least 30% of the estimated cost put to tender during the last three years ending 31st March, 2023 (2020-21, 2021-22 and 2022-23) **(Scanned copy of Certificate from Chartered Accountant to be uploaded).**

- c. The bidder should not have incurred any loss in more than two years during the last five years ending 31st March, 2023 (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) (**Scanned copy of abstract from profit and loss account from Chartered Accountant to be uploaded**).
- d. The bidder should have a current solvency of **40%** of the estimated cost put to tender. Format is appended at **Form B**. The solvency shall not be older than 3 months from the date of submission of bid.(Scanned copy of original solvency, to be uploaded).
- e. The bidders should submit up-to-date contractor's registration with Government of India / State Government department; Income Tax Clearance Certificate / PAN; GST Registration Certificate of the State in which the work is to be taken up; EPF Registration / Valid Labour License. (Scanned copy of documents to be uploaded).
- f. The bidder should furnish the list of all works of similar nature successfully completed during the last seven years in **Form-C** along with supporting documents. (Scanned copy of certificate of successful completion of works to be uploaded).
- g. The bidder's performance for any two work completed in the last 3 years previous date of submission of bid should be certified by an officer not below the rank of an Executive Engineer or equivalent in **Form-D**.(Scanned copy of performance report to be uploaded).
- h. The bidder should submit the information in respect of his organization in **Form-E**.(Scanned copy of document to be uploaded).
- i. At the time of submission of tender, the bidder shall have to furnish an affidavit as per provisions of clause 1.2.3 of CPWD -6 (Scanned copy of affidavit to be uploaded)

"I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in Brahmaputra Board contracts in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee."

2. The intending bidder must read the terms & conditions of **CPWD-6 FOR e-TENDERING** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and instructions for bidders posted on website <http://eprocure.gov.in> shall form part of the bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed (quantity of work may vary depending on site condition at the time of execution) and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in> free of cost.
5. EMD (**Rs. 24,83,340.00**) in the form of Demand Draft / Banker's Cheque / Fixed Deposit Receipt of any scheduled bank in favour of Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar payable at Itanagar and other documents as specified.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they may take training on online bidding process as per details available on the website.
7. The intending bidder must have valid Class-III digital signature to submit the bid.
8. The bidder can upload documents in the form of **JPG** format and **PDF** format.
9. **Certificate of Financial Turnover:** At the time of submission of bid, bidder may upload Affidavit / Certificate from **Chartered Accountant** mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and profit and loss accounts for last 5 years. Further details, if required, may be asked from the bidder after opening of technical bids. **There is no need to upload entire voluminous balance sheet.**
10. Bidder must ensure to quote rate of each item in INR. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
11. The Technical Bid shall be opened first on due date and time as mentioned in Para 16 below. The financial bids of bidders qualifying the technical bid shall be opened subsequently.
12. No Pre-Bid meeting shall be held for intending bidders.
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. The Brahmaputra Board (BB) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Brahmaputra Board shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender / bid.
15. **Submission of original documents:** - The bidders are required to submit following documents in original to the Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar within specified date and time. If the office happens to be closed on the date of opening of the bids as specified, the documents will be received on the next working day at the same time and venue.
 - a) Bid Document with signature of the bidder
 - b) Original Demand Draft / Bankers Cheque towards the cost of bid document having validity of 180(one hundred eighty) days.
 - c) Original Demand Draft / Bankers Cheque / Fixed Deposit Receipts towards EMD having validity of 180 (one hundred eighty) days.
 - d) Original Bank Solvency Certificate
 - e) Original Affidavit as mentioned at Clause 1 (i) of ANNEXURE-23 of bid document
 - f) Any other affidavit / documents uploaded by the bidder during online submission of bid
 - g) Authorization letter from bidder for the person who will participate at the time of opening of the bid.In case of failure to submission of above (a) to (e) before deadline, bidder is liable to be declared non-responsive.

16. Summary of important dates is as below:

- | | | |
|--------|-----------------------------------|------------------------------|
| (i) | Document download/sale start date | : 10.08.2023 1700 hrs |
| (ii) | Bid submission start date | : 10.08.2023 1700 hrs |
| (iii) | Bid submission closing date | : 24.08.2023 1700 hrs |
| (iv) | Submission of Original Documents | : 24.08.2023 1700 hrs |
| (v) | Technical Bid opening date | : 25.08.2023 1300 hrs |
| (viii) | Financial Bid Opening | : to be notified later. |

17. List of documents to be scanned and uploaded within the period of bid submission:

- (i) Bid Document with the signature of the bidder
- (ii) Demand Draft / Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- (iii) Demand Draft / Banker's Cheque / FDR of any Scheduled Bank against EMD.
- (iv) Certificate of Work Experience of successfully completed works during last seven year from the date of submission of the bid duly certified by and executive Engineer / Project Manager or equivalent along with copy work order.
- (v) Certificate of Financial Turnover from CA for the last 3 years ending 31st March, 2023(2020-21, 2021-22 and 2021-23)
- (vi) Certificate of Profit and loss accounts from CA for the last 5 years ending 31st March, 2023 (2018-19, 2019-20, 2020-21, 2021-22 and 2021-23)
- (vii) Bank Solvency Certificate.
- (viii) Up-to-date Registration of Government of India / State Government; Income Tax Clearance Certificate / PAN; GST Registration Certificate; EPF Registration / Valid Labour License.
- (ix) Affidavit as mentioned at Clause 1 (i) of ANNEXURE-23 of bid document
- (x) Other documents as mentioned at Clause 1 of ANNEXURE-23 of bid document
- (xi) Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid.
- (xii) Any other document as specified in the press notice / bid document.

Executive Engineer
Itanagar Division
Brahmaputra Board

ANNEXURE – 21
(Refer SOP No 4/8 & 4/9)
CPWD-6 FOR e-TENDERING

1. The Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar on behalf of Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financially sound Indian Contractors/Companies/Firms fulfilling eligibility and qualification requirements specified in the Bidding document **in two bid system** for the work "Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh".

1.1 The work is Estimated to Cost Rs. 14,83,34,000.00(Rupees Fourteen Crore Eighty-Three Lakh Thirty-Four Thousand) only

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

1.2.1 Three similar works each of value not less than the amount equal to **40%** of the estimated cost put to tender or two similar work each of value not less than the amount equal to **60%** of the estimated cost put to tender or one similar work of value not less than the amount equal to **80%** of the estimated cost put to tender in the last 7 years ending previous day of last date of submission of the bids. **Similar nature of work means - "Anti-Erosion works & Retaining Walls, Bridges, and Flood Management Works"**.

The certificate for successful completion of work should be issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.

1.2.2 **To become eligible for issue of bids, the bidders shall have to furnish an affidavit as under:**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for bidding in Brahmaputra Board in future forever. Also, if such a violation comes to the notice of Department before start of work, the Engineer-in- Charge shall be free to forfeit the entire amount of Earnest money Deposit/ Performance Guarantee.

2. Agreement shall be drawn with the successful bidder on prescribed **Form No. CPWD 7/8**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. The entire bidding document and all the relevant correspondences/ corrigendum issued will also be the part of the Agreement.
3. The time allowed for carrying out the work will be **24 months** from the date of start of work. The date of start of work will be reckoned **from 10th day** from the date of issue of letter of acceptance.
4. The works are to be executed as per drawings attached and as per direction of Engineer-in-Charge. However, location and form of work may vary depending on site condition at the time of execution.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except "Standard General Condition

of Contract Form" can be seen & downloaded from website <http://eprocure.gov.in> free of cost.

6. Interested bidders who wish to participate in the bid have to also make the following payments within the due date:
 - i) The bid can only be submitted after uploading the mandatory scanned document towards cost of bid. The original document towards cost of bid and other documents are to be submitted/ deposited within due date and time to the **Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar.**
 - ii) Earnest Money of **Rs. 24,83,340.00 (Rupees Twenty-Four Lakh Eighty-Three Thousand Three Hundred forty) only** in the form of Demand Draft / Banker's Cheque / Fixed Deposit Receipt of a scheduled bank drawn in favour of in favour of Executive Engineering, Itanagar Division, Brahmaputra Board, Itanagar payable at Itanagar shall be scanned and uploaded to the e-Tendering website within the due date and time. The original EMD should be deposited by the bidders within the due date and time to the Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar.
7. Copy of certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded to the e-tendering website within the period of tender submission. **However, certified copy of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the bidder physically in the office of tender opening authority within specified time as mentioned in Para 16 of Annexure 23.**
8. Online bid documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit, Cost of bid document and other documents are found in order. The Price bid submitted shall be opened in respect of eligible bidders fulfilling the eligibility criteria. The bid submitted shall become invalid if-
 - i) The bidder is found ineligible.
 - ii) The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document.
 - iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
9. **GST** on material, Royalty on forest produce, Purchase Tax, Turnover Tax, or any other tax and duty on materials/ work, as applicable, shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes. Payment towards ESIC for continuation of Employee's Provident Fund etc. shall have to be borne by the Agency.
10. The bidder, whose tender is accepted, will be required to furnish performance guarantee of **5% (Five Percent)** of the bid amount within **the period specified in schedule F**. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank /Banker's Cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule 'F'**, including the extended period if any, the Earnest Money deposited by the bidder

shall be forfeited automatically without any notice to the contractor. (Copy of Bank Guarantee Bond is enclosed).

11. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
12. The competent authority on behalf of the Brahmaputra Board does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of Brahmaputra Board reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to bid for works in the Brahmaputra Board if his near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Brahmaputra Board or in the Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation. Any breach of these conditions by the contractor would render ineligible for award of work / continuing with the work.
16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
17. The bid for the works shall remain open for acceptance for a period of **75 (seventy-five)** days from the date of opening of technical bid. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the

department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.

18. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of the bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8 and General Conditions of Contract and other standard forms mentioned which is part of uploaded tender document.

Executive Engineer,
Itanagar Division,
Brahmaputra Board

GOVERNMENT OF INDIA
BRAHMAPUTRA BOARD

CPWD-8

STATE: Arunachal Pradesh

DIVISION: Itanagar Division

REGIONAL OFFICE: Itanagar, Brahmaputra
Board

SUB-DIVISION: Itanagar Sub-Division

Item Rate Tender & Contract for Works

Tender for the work: "Protection of Lipu, Liru village, Likabali township including BRO HQ
Likabali Army Division in Lower Siang District, Arunachal Pradesh"

Bids to be submitted online by 1700 hours on 24.08.2023 at website <http://eprocure.gov.in>

(i) Technical bid to be opened online at 1300 hours on 25.08.2023 by authorized officers of Brahmaputra Board in presence of the Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar.

(ii) Summary of important dates is given in Sl. No. 16 of Annexure-23 under "Information and instructions for bidders for e-tendering forming part of bid document and to be posted on website.

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Chairman, Brahmaputra Board within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 75(Seventy-five) days from the due date of opening of technical bid and not to make any modifications in its terms & conditions.

A sum of **Rs. 24,83,340.00** is hereby deposited in form of Demand draft/ Banker's Cheque / Fixed Deposit Receipt issued by a scheduled bank as Earnest Money Deposit. I/ We agree that if I/We fail to furnish the prescribed Performance Guarantee within the prescribed period, I agree that the Brahmaputra Board or his successors in office, shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/ We fail to commence work as specified, I/We agree that Chairman, Brahmaputra Board or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the

provision contained in Clause 12.2 and 12.3 of the Standard CPWD contract Form. Further, I/ We agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee as aforesaid, I/ We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in Brahmaputra Board in future forever. Also, if such a violation comes to the notice of Department before start of work, the Engineer-in- Charge shall be free to forfeit entire amount of Earnest money Deposited/ Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We, am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Date	:	_____	Signature of the	:	_____
			Contractor**		
			Postal Address **	:	_____

			Telephone No. **	:	_____
			Fax No. **	:	_____
			e-mail ID **	:	_____
Witness	:	_____	Fax No. **	:	_____
		_____			_____
Address	:	_____	e-mail ID **	:	_____
		_____			_____
Occupation	:	_____			_____
		_____			_____

** to be filled in by contractor

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Brahmaputra Board for a sum of Rs. _____ (Rupees _____).

The letters referred to below shall form part of this contract agreement:-

(a)

(b)

(c)

For & on behalf Brahmaputra Board

Signature _____

PROFORMA OF SCHEDULES

SCHEDULE 'A' **Schedule of quantities**

As given in schedule of work/ BoQ (Part II)

SCHEDULE - 'B'

Schedule of materials to be issued to the contractor: No materials will be supplied by the department.

Sl. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
1	NIL	NIL	NIL	NIL

SCHEDULE - 'C'

Tools and plants to be hired to the contractor: No T&P will be issued by the department

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
	----- NIL -----		

SCHEDULE - 'D'

Extra schedule for specific requirements/ documents for the work, if any.: NIL

SCHEDULE - 'E'

Reference to General Conditions of Contract

Name of work: "Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh"

i)	Estimated cost of work	Rs.14,83,34,000.00
ii)	Earnest Money	Rs. 24,83,340.00
iii)	Performance Guarantee	5% of tendered value of work
iv)	Security Deposit	2.5% of running bill as well as final bill amount

SCHEDULE - 'F'

GENERAL RULES & DIRECTIONS:

- Officer inviting tender: : Executive Engineer, Itanagar Division,
Brahmaputra Board, Itanagar
- Maximum %age for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 and 12.3 : See below

Definitions:

- 2(i) Engineer-in-Charge (EIC) : Executive Engineer, Itanagar Division,
Brahmaputra Board, Itanagar
- 2(ii) Accepting Authority : Executive Engineer, Itanagar Division,
Brahmaputra Board, Itanagar
- 2(iii) Percentage on cost of materials and labour to cover all overheads and profits : 15 %
- 2(iv) Standard Schedule of Rates : Arunachal Pradesh PWD Schedule of
Rates for the Year 2021 (Roads &
Bridges), Govt. of Arunachal Pradesh
- 2(v) Department : Brahmaputra Board
- 9(vi) Standard CPWD contract Form : CPWD form 7/8 as modified &
corrected up to latest amendments.

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 7 (Seven) days
- ii) Maximum allowable extension beyond the period provided in (i) above in days as per CPWD Works Manual 2019 : 7 (seven) days

Clause 2

- Authority for fixing compensation under clause -2 : Dy. Chief Engineer, Itanagar RO,
Brahmaputra Board, Itanagar

Clause 2A

- Whether Clause 2A shall be applicable: :No

Clause 5

- Number of days from the date of issue of letter of acceptance for reckoning date of start : 10 (ten) days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Mile Stone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
NA.....

Authority to give fair & reasonable extension of time for completion of work:

AS per CPWD manual

Clause 6, 6A

Clauses applicable - (6 or 6A)

: Clause-6

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

: Half the average monthly value of contract i.e. Contract Value divided by stipulated period in months.

Clause 10 B (ii)

Whether Clause 10 B (ii) shall be applicable

: No

Clause 10 C A

: Stands deleted

Clause 10 CC

: Stands deleted

Clause 11

Specifications to be followed for execution of work

: Arunachal Pradesh PWD Schedule of Rates for the Year 2021 (Roads & Bridges), Govt. of Arunachal Pradesh

Clause 12

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for the work

: NIL

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

: Not applicable

Clause 16

Competent Authority for deciding reduced rates

: Chairman, Brahmaputra Board, Basistha, Guwahati -781029

Clause 36 (i)

Requirement of technical Representative(s) and recovery Rate

Sl. No.	Minimum Qualification of Technical	Discipline	Designation (Principal Technical/ Technical	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)
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	Representative		representative)			Figures (Rs.)	Words (Rs.)
1	B.E.	Civil Engineering	Project Manager	10 Years	1	30000.00/-	Thirty Thousand Only
2	B.E./ Diploma	Civil Engineering	Site Engineer	5 Years/ 10 Years	1	25000.00/-	Twenty-Five Thousand Only

Clause 42

- i) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Arunachal Pradesh Schedule of Rates 2021 for Roads & Bridges printed by Govt of Arunachal Pradesh
- ii) Variations permissible on theoretical quantities.
 - a) Cement for works with estimated cost put to tender :NIL
not more than Rs. 5 lakh
For works with estimated cost put to tender more :NIL
than Rs. 5 lakh
 - b) Bitumen for all works : NIL
 - c) Steel Reinforcement and structural steel sections : NIL
for each diameter, section and category
 - d) All other materials :Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor. Rate in schedule 'B' plus 10% in case materials issued by Deptt.	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		Nil
2.	Steel reinforcement		Nil
3.	Structural Section		Nil
4.	Bitumen issued		Nil
5.	Bitumen issued at stipulated fixed price		Nil

: CPWD form 7/8 (as modified & corrected up to latest amendments. Clause No. 2A, 6A, 10CA, 10CC, 10D, 31-A, 35 of CPWD Form-7/8 stands deleted.

In Clause – 25 (ii) of CPWD Form 7/8, the Chief Engineer/ADG/DG, CPWD may be read as Chief Engineer- I/ Vice-Chairman/Chairman, Brahmaputra Board respectively.

Executive Engineer
Itanagar Division
Brahmaputra Board

GENERAL CONDITIONS OF CONTRACT

CPWD FORM – 7/8

Clause 25 – Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer Brahmaputra Board who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer Brahmaputra Board shall give his decision within 30 days of receipt of contractor's appeal.

In case of existence of dispute even after going through the procedure described above, the contractor may go through a dispute redressal procedure as described below. In case of dispute, any of the party may go through the following three steps of Dispute Redressal procedure as described below:

First level of Dispute redressal :

The contractor may approach the Chairman, Brahmaputra Board who shall conduct meeting to decide on the matter with officials and the contractor which will be minuted and binding on both the parties.

Second level of Dispute redressal : Arbitration tribunal

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Third level of Dispute redressal:

If the above procedure is exhausted, the next step shall be the jurisdiction of Gauhati High Court.

SPECIFICATION OF WORKS AND MODE OF PAYMENTS

1) DRAWING

The drawing attached with the tender and Drawing as per TS or as supplied by EIC are to be considered as general arrangement drawing, should any discrepancy appear or any misunderstanding arises as to the meaning and interpretation of the provisions in the drawing or as to the dimensions, quantity of materials and its specifications etc. during execution, the same shall be clarified by the Engineer-in-Charge or his authorized representative and his explanation shall be binding upon the contractor without claiming any extra charges. During execution of the works, revised drawings incorporating site specific requirements can be issued by the Engineer-in-Charge, if situation demands and contractor will be bound to execute the work as per revised drawing without any claim.

2) SPECIFICATION OF ITEMS

The construction works are of special nature of works / The repairing works are to be carried out as per specifications and directions of Engineer-in-Charge as per actual site conditions strictly within the specified time frame. The specifications of the works are detailed as under **Schedule of Quantities / BoQ at Part II with this Bid documents.**

The Firm / Contractor should own his own site at a place as accepted by the Engineer-in-Charge and construct necessary huts / labour shed, store for material, etc at his own cost. The site selected should be in a higher place so that the works can be carried out throughout the time schedule without any interruption due to flood, etc.

3) MEASUREMENT AND MODE OF PAYMENT

Payments will be made by the Brahmaputra Board to the successful CPSU/SPSU, Specialized Agency or Institution or eligible bidder in the following manner:

(Any advance payment made to be suitably adjusted)

1. 10% of Contract Value- as Mobilization Advance amount (*If requested by contractor*).

The mobilization advance as mentioned above will bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be suitably adjusted as per relevant clause of GCC 2020 (Construction Works) which will form the part of the contract.

2. Running bill Amount

All supporting documents in terms of payment of Forest Royalty, GST, any other tax/duty, etc should be submitted to the Engineer-in-charge through the concerned Assistant Executive Engineer before payment. Payment of Running/Final Bill is subjected to receipt of Forest Royalty Clearance Certificate (FRCC) from concerned Forest Department and any other documents as required, if any. Payment is subjected to availability of fund.

The Department shall deduct Security Deposit, Income Tax, GST, Labour Cess and any other tax prevailing as per norms at the time of releasing payment.

Executive Engineer
Itanagar Division
Brahmaputra Board

ADDITIONAL TERMS & CONDITIONS:

- 1) All items in schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools, software, hardware & equipment etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipment, accommodation including all taxes etc.
- 2) The contractor is solely responsible for watch and ward of the machineries/equipments etc necessary for the work till completion. For any loss, theft or damage of machineries/equipments under custody during the course of execution of the work, the contractor will be fully responsible.
- 3) Engineer-in-charge or his authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him, if any, will be rectified by the contractor for which no extra claim shall be entertained in any shape.
- 4) In case situation demands, the EIC has the right to review the situation. In case it is not possible to execute the works, necessary instructions will be issued by the Department to temporarily/ permanently close the works, which will be binding on the contractor and no claim whatsoever for sudden suspension/ closure of works will be admissible.
- 5) All materials brought to the site must be subject to approval of the Engineer-in-Charge or his authorized representative. Rejected materials must be removed by the contractor at his own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer in Charge (EIC) shall have the authority to cause such removal at the cost and expenses of the contractor and the contractor shall not be entitled to any loss or damage on this account.
- 6) The Department shall deduct Labour Welfare Cess @ 1%, Income Tax and GST and or any other prevailing tax as per norms at the time of releasing payment of interim bills/ final bill.
- 7) **Leviable Charges:**
The following charges, where leviable are payable by the contractor:
 - a. Forest Department Road toll for materials transported through forest department road.
 - b. Forest Royalty / Monopoly on all forest produce used like earth, soil, coarse aggregate, sand, etc. It is the contractor's responsibility to arrange for permit of earth, soil, coarse aggregate, sand and other required materials and make payment for royalties for those. Brahmaputra Board may however help in arranging the permit if it is a government quarry / government land, but contractor will have to pay the royalties as required.
 - c. Demurrage of whatever, if so levied due to contractor's fault.
 - d. Compensation for damage, use or appropriation of private property. Such charges, if any, will be recovered by Brahmaputra Board from the contractor and will be paid to the department concerned.
 - e. Any changes in rates of Forest Royalty / Monopoly, GST etc. during the tenure of the work will be borne by the contractor.

8) Accident :

- (i) It shall be the responsibility of the contractor to protect against accidents on the works and the workmen engaged by him in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property resulting from and in the course of works and also under the provision of the Workman's Compensation Act.
- (ii) On the occurrence of an accident arising out of the work which results in death or which is so serious as to be likely to result in death, the contractor shall within 24 (twenty-four) hours of such accident, report in writing, to the Engineer-in-Charge and District Labour Officer stating the facts clearly and in sufficient the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of contractor shall be promptly reported to the Engineer-in-Charge and the District Labour Officer stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken.
- (iii) In all cases, the contractor shall indemnify the Department against the contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Govt. as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all modifications thereof whether such compensation may become payable by the contractor, the Engineer-in-Charge may retain payment due to the contractor such sum or sums of moneys as may in the opinion of the Engineer-in-Charge be sufficient to meet such liabilities. On receipt of award from the Labour Commissioner in respect of quantum of compensation, the difference of amount shall be adjusted.

SUPERVISION, INSPECTION OF WORKS AND QUALITY CONTROL

The contractor shall either himself supervise the execution of the works or shall appoint a competent Engineer approved by the EIC, to act on his behalf as given below. If in the opinion of the EIC, the contractor has himself no sufficient knowledge and experience to receive instructions or cannot give full attention to the works or fails to appoint a suitable qualified Engineer, the EIC will suspend the work till a suitable agent/Engineer is appointed and contractor will not get any compensation for this.

Inspection of works

The contractor shall inform the EIC in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without effecting the further progress of the work. The work shall not be considered to have been completed in accordance to the terms of the contract until the EIC have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the EIC or in any way affect him even to reject the work which is alleged to be completed and

suspend the issue of his certificate of completion until such alterations and modifications or reconstruction's have been affected the cost of the contractor as shall enable him to certify that the work has been completed to his satisfactions. The contractor shall provide at his own cost necessary ladder/ boat and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the works at his own cost.

Quality assurance

All materials to be used on the work shall be got approved in advance from the EIC and shall pass the test or analysis required by him which will be:

- a) As specified in the specification for the items.
- b) ISI specification for the items.
- c) Such recognized specification acceptable to EIC as equivalent thereto or in absence of such authorized specification such requirement test and /or analysis may be specified by the EIC in order of precedence given above.
- d) The contractor shall at his risk and cost make all arrangement/ or shall provide for all such facilities as the EIC may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by EIC and their all such charges. Such samples shall also be deposited with the EIC.
- e) The contractor shall, if any when required, submit at his cost the samples of the materials to be tested or analysed or if so directed, shall not make use of incorporate in the works any material to be represented by the samples until the required test/ analysis have been made and the materials finally accepted by the EIC.
- f) The contractor shall not be eligible for any claim or compensation either arising out any delay in the work or due to any corrective measure required to be taken on account of and as a result of testing of the materials.
- g) In case of materials procured by the contractor, testing as required by the codes and specification shall be arranged by him at his own cost. Testing shall be done in presence of authorized representative of EIC at the nearest approved laboratory.

Executive Engineer
Itanagar Division
Brahmaputra Board

INTEGRITY PACT

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Sub: NIT No. BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023 for the work of "Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh"

Dear Sir,

It is hereby declared that Brahmaputra Board (BB) is committed to follow the principle of transparency equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Brahmaputra Board (BB).

Yours faithfully

Executive Engineer
Itanagar Division
Brahmaputra Board

INTEGRITY PACT

To,
The Executive Engineer,
Itanagar Division,
Brahmaputra Board,
Itanagar

Sub: Submission of Tender for the Work

Sub: NIT No. BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023 for the work of "**Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh.**".

Dear Sir,

I/We acknowledge that Brahmaputra Board is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/ We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Brahmaputra Board shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To,
The Executive Engineer,
Itanagar Division,
Brahmaputra Board,
Itanagar, Arunachal Pradesh

**To be signed by the bidder and same signatory competent / authorized to sign
the relevant contract on behalf of Brahmaputra Board**

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of 2023

BETWEEN

Chairman, Brahmaputra Board represented through the Executive Engineer, Itanagar Division, Brahmaputra Board, Itanagar (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

Through _____ (details of duly authorized signatory) (Hereinafter referred to as the '**Bidder/Contractor**' and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **BB/ID/e-tender/2019-20/1653-1663 dated 09.08.2023**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure contract for "Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh" And(Name of work) hereinafter referred to as the "**Contract**"

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract/
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:**
If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Brahmaputra Board.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

[Refer para 7 of NIT-CPWD-6]

In consideration of the president of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter.....the said contractor(s)" for the work (hereinafter called "the said contractor(s)" for the work.....(hereinafter called "the said agreement" having agreed to production of an irrevocable Bank Guarantee for Rs (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank). Pay to the Government an amount not exceeding Rs (Rupees..... only) on demand by the Government.
2. Wedo hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.
4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-Charge on behalf of the Government, certifies that the terms and conditions of the said agreement have been full and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the

terms and conditions of the said agreement or to extend time to time of performance by the said contractor(s) from time to time or to postpone for any time or from to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of for..... .

(Indicate the name of the Bank)

Form A

Financial Information

Financial Years	2018-19	2019-20	2020-21	2021-22	2022-23
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- (i) Gross Annual Turnover on construction works
- (ii) Profit/loss

Note: (i) Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

FORM - B

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/S /Shrihaving marginally noted address, as a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE –

- (1) Bankers' certificates should be on letter head of the Bank sealed in cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

DETAILS OF ALL WORKS OF SIMILARCLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS

[illegible]

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM – D

PERFORMANCE REPORT OF WORKS

1. Name of work/ project & location.
2. Agreement No. :
3. Estimated cost :
4. Tendered cost :
5. Date of start :
6. Date of completion:
 - (i) Stipulated date of completion:
 - (ii) Actual date of completion:
7. Amount of compensation levied for delayed completion, if any:
 - (a) Whether case of levy of compensation for delay has been decided or not. Yes/No.
 - (b) If decided, amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any:
9. Performance Report.

(1) Quality of work	:	Outstanding/Very Good/Good/Poor
(2) Financial soundness	:	Outstanding/Very Good/Good/Poor
(3) Technical Proficiency	:	Outstanding/Very Good/Good/Poor
(4) Resourcefulness	:	Outstanding/Very Good/Good/Poor
(5) General Behaviour	:	Outstanding/Very Good/Good/Poor

Dated:

Executive Engineer or Equivalent.

FORM - E

STRUCTURE & ORGANISATION

1. Name & address of the bidder:
2. Telephone no./ Telex no. / Fax no (with STD Code):
3. Legal status of the bidder (attach copies of original document defining the legal status)

- a) An individual
- b) A proprietary firm
- c) A firm in partnership
- d) A limited company or Corporation.

4. Particulars of registration with various Government Bodies (attach attested photocopy).

Organisation / Place of registration

Registration No.

- 1.
- 2.
- 3.

5. Name and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm, limited company/joint ventures, ever been convicted by the court of law? If so, give details
8. In which field of Civil Engineering construction the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)

SPECIAL CONDITIONS OF CONTRACT

- (1) Start of work to be notified:
The contractor will notify the Engineer-in-charge in writing about his intention to start any item of work. The item of work will be taken up with the consent of the Engineer-in-charge who will verify whether there is enough stock of materials and other inputs/ machineries required for the item of work.
- (2) Use of Construction facilities:
It is possible that other works at or in the vicinity of the site will be performed by the department or by other contractor during the period of time allowed for the performance of the work under these specifications. The contractor shall permit full use, (without charge thereof) by the department and or other contractors, of roads, bridges, foot bridges, lighting and such other facilities constructed by the contractor for use in the performance of the contract without direct additional cost to the contract.
- (3) Climatic conditions:
The Engineer-in-charge may order the contractor to suspend any work that may be subject to damage by climatic condition.
- (4) Right of way:
The site for the installation of machinery or the right of way for the works to be constructed under this contract and for necessary stacking site, borrow pits, channels, spoil banks, ditches, roads etc, will be arranged by the contractor after consultations with the department.
- (5) Date to be furnished by the contractor:-
The contractor shall submit the following information to the Engineer-in-charge/Dy. Chief Engineer, Itanagar Regional Office within the period specified in each case.
The proposed work program and time schedule showing sequence of operations within 10 days after the date of receipt of notice to proceed with the work (formal work order).
- (6) Leviaible charges:
Charges leviaible will be as per Central Government financial Rules applicable under the contract.
- (7) Unless otherwise specified, all tender item rates are inclusive of the supply of materials and all handling and transport charges to work.
- (8) When the Engineer-in-Charge accepts a power of attorney executed by a contractor as conferring authority on a bank to receive payment on his behalf, all payment under the contract may be made direct to the bank. On contractor's own acceptance of the correctness of the amount made out as being due to him by the Department, but in case of dispute between the contractor and the bank all dues to the contractor will be kept in deposit till the contractor and the bank (through an authorized agent) arrive at an amicable settlement or either party established its claim by recourse of law.
- (9) Measurements:
Measurements of the work are as described in Broad Scope of work under Schedule-D of the NIT.

- (10)
- (a) The contractor shall construct suitable go-down, stacking site at the site of work for storing the equipment /materials safe against damage of sun, rain, dampness, fire, theft etc, at his own cost.
 - (b) The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (11) Supply of machinery: No tools and plants/machineries will normally be supplied by the Department for the execution of the work. In case any T&P is available and is given to the contractor, necessary hire charges will be recovered from the running bills as per rates fixed by the Department.
- (12) The contractor must not sublet the work or any part of the work without the permission of the Competent Authority of Brahmaputra Board.
- (13) No labourer under eighteen years of age shall be employed for the work and all labourers employed shall be paid at rates not less than generally paid for similar work in the neighbourhood and as per minimum wage circular of the labour Department of Government of Assam, Labour license shall be obtained by the contractor from the competent authority.
- (14) Labourer engaged by the contractor for unskilled/semi skilled should invariably be local people, wherever such people are available.
- (15) All works shall have to be carried out as per specification in schedules of rates, relevant IS specification and Technical specification covered in the tender. In case of any variation or contradiction between specifications referred to above, the decision of the Chairman, Brahmaputra Board shall be applicable.
- (16) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- (17) The water and electricity required for their own purpose shall be arranged by the contractor.
Price variation:
- (18) The accepted tender rate/L.S. price shall remain firm for the entire period of construction and no price variation will be allowed even if there is change in labour wages, P.O.L. and cost of living index during entire period.
- (19) Any work executed by the Contractor before signing formal tender agreement, shall be declared as unauthorized and no payment will be entertained by the Department for such works.
- (20) The Contractor should aware of area and scope of work and should be made the area of interest obstruction free.
- (21) Local flood effected people should be engaged appropriately as far as possible.
- (22) The Contractor has to arrange necessary tents/ house for staying of the field staffs.
- (23) Necessary arrangement for pegs, demarcation pillars and other implements required for the work has to be arranged by the Contractor.
- (24) Any maintenance required in hiring buildings/ rented house will be borne by the Contractor.

- (25) Necessary compensations made by the contractor with other works in progress at the time of execution of the works with the Department should not be included in the bill for reimbursement.
- (26) Necessary Forest Royalty, levies etc. should be borne by the Contractor.
- (27) If disputes arise, the dispute redressal procedure will be as on clause-25 of CPWD Form 7/8 as modified and enclosed tender document.

Executive Engineer
Itanagar Division
Brahmaputra Board

Item rate of BOQ

Tender issuing Authority: - Itanagar Division, Brahmaputra Board, Itanagar (AP)

Name of Work :- "Protection of Lipu, Liru village, Likabali township including BRO HQ Likabali Army Division in Lower Siang District, Arunachal Pradesh".

1. SPECIFICATION OF ITEMS.

The works are to be carried out as per specifications and directions of Engineer-in-Charge strictly within the specified time frame. The specifications of the materials are described as below:-

Sl. No.	Items of Work	Quantity	Unit	Rate in figure (In Rs.)	Rate in words (In Rs.)
1	Excavation for Structures (Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for road work.) ii) Ordinary rock (not requiring blasting) by Manual Means (Depth upto 3 m)	3,517.44	cum		
2	Excavation in Hilly Areas in Soil by Manual Means (Excavation in soil in Hilly Area by Manual Means including cutting and trimming of side slopes and disposing of excavated earth with a lift upto 1.5 m and a lead upto 20 m as per drawing and Technical Specification Clause 1603.1)	7,249.48	cum		
3	Excavation in Soil by Manual Means. (Excavation for roadway in soil using manual means including loading in truck for carrying of cut earth to embankment site with all lifts and lead upto 1000 metres.)	1,537.91	cum		
4	Boulder apron laid in wire crates (Providing and laying of boulder apron laid in wire crates made with 4mm dia GI wire conforming to IS: 280 & IS:4826 in 100mm x 100mm mesh (weaved diagonally) including 10% extra for laps and joints laid with stone boulders weighing not less than 40 kg each.)	9,892.80	cum		
5	Gabian Structure for Erosion Control, River Training Works and Protection works	21,778.14	cum		

	(Providing and constructing gabion structures for erosion control, river training works and protection works with wire crates of size 2 m x 1 m x 0.3 m each divided into 1m compartments by cross netting, made from 4 mm galvanised steel wire @ 32 kg per 10 sqm having minimum tensile strength of 300 Mpa conforming to IS:280 and galvanizing coating conforming to IS:4826, woven into mesh with double twist, mesh size not exceeding 100 mm x 100 mm, filled with boulders with least dimension of 200 mm, all loose ends to be securely tied with 4 mm galvanised steel wire.)				
6	Haulage of Stone Boulders on Hilly Roads: (3km Lead) Loading and Unloading of Stone Boulder / Stone aggregates / Sand / Kanker / Moorum / Lime / Shingle / Earth / Excavated Rock and Kerb Stone for hill roads. Placing tipper at loading point, loading with front end loader, dumping, turning for return trip, excluding time for haulage and return trip. Including Cost of Haulage Excluding Loading and Unloading on hill roads. Haulage of materials by tipper excluding cost of loading, unloading and stacking. (ii) Unsurfaced Graveled Road	31,670.94	cum		
7	Providing and laying Filter material underneath pitching in slopes complete as per drawing and Technical specification	4,033.28	cum		
8	Back filling behind abutment, wing wall and return wall complete as per drawing and Technical specification b) Sandy Material	4,033.28	cum		
9	Haulage of Sandy Material on Hilly Roads: (3KM Lead) Loading and Unloading of Stone Boulder / Stone aggregates / Sand / Kanker / Moorum / Lime / Shingle / Earth / Excavated Rock and Kerb Stone for hill roads. Placing tipper at loading point, loading with front end loader, dumping, turning for return trip, excluding time for haulage and return trip. Including Cost of Haulage Excluding Loading and Unloading on hill roads. Haulage of materials by tipper excluding cost of loading, unloading and stacking. (ii) Unsurfaced Graveled Road	8,066.55	cum		