

BORDER ROADS ORGANISATION
MINISTRY OF DEFENCE , GOVT OF INDIA
HEAD QUARTER, CHIEF ENGINEER PROJECT HIMANK

NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH (2nd call)”

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* Not attached. These documents can be seen in the office of HQ DGBR/HQ CE (P) Himank/Cdr Task Force/OC during working hours.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

CA NO. CE (P) HIMANK/ /2026-27
TENDER NO: CE (P) HIMANK/13/2025-26
FAX- 01982-295602
Tele No. **01982-264088**
Email:bro-hmk@nic.in
in http://www.bro.gov.in

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Headquarters
Chief Engineer
Project Himank
PIN-931710
C/O 56 APO

81265/ /E8

Jun 2026

NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH (2nd call)”

Dear sir (s),

1. A set of tender documents containing T-Bid (Technical Bid) and Q-Bid (Priced Bid) for the above work is uploaded herewith. **Please note that tender will be received through on line only by the Chief Engineer (P) Himank, C/o 56 APO up to 1800 Hrs on 25 Jun 2026.** The T-Bid will be opened as per date/time as mentioned in the tender critical date sheet. After online opening of T-bid, the results of their qualification as well as Q-Bid opening will be intimated later.
2. Tenderers or their duly authorized representatives 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 (P) Himank, C/o 56 APO** at the above mentioned time. However, they can view online tender opening process at their premises.
3. **Tender documents may be downloaded from Defence e-Procurement Portal (DPP) website <https://defproc.gov.in/nicgep/app>. Scanned copies of all the documents, duly authenticated, as per requirement of tender conditions be uploaded with the online submitted bid. The hard copy of original instruments in respect of Earnest Money, Pre-Contract Integrity Pact duly signed on each page by the bidders(s) and undertaking given at page No. 194 of tender must be delivered to the Chief Engineer Project within 05 days from the bid submission end date. If scanned copy of Earnest Money and Pre-Contract integrity pact are not uploaded along with the T-Bid, same shall be rejected by the Accepting Officer. Scanned and Original copy should be same and no difference is acceptable. Cost of tender is NIL.**
4. Tendering procedure shall be **single stage-two bid system** and tender documents shall be prepared in two parts as under:-

Part-I ('Technical Bid' – 'T' Bid)

Part-II ('Price/Commercial' bid- 'Q' Bid)

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5. Part-I Technical Bid- T-Bid

- 5.1 (a) The Tender to be submitted (Online) by the bidder will be comprised of following documents:-
- (i) Blank.
 - (ii) Scanned copy of Earnest Money deposit by unlisted contractor and enlisted contractor who have not submitted standing security deposit.
 - (iii) Scanned and signed copy of all the Eligibility/qualification documents required as per tender conditions.
 - (iv) Scanned and signed copy of Pre-Contract Integrity Pact
 - (v) Scanned and signed copy of undertaking by tenderer given at Serial Page No. 194 of tender.
- (b) Following documents will be deemed to be part of the Contract during the time of acceptance of Contract:-
- (i) Part-I Technical Bid of the Tender document.
 - (ii) Notice inviting tender.
 - (iii) General Conditions of Contracts IAFW-2249 including errata and amendments up to 48 as mentioned in tender documents.
 - (iv) Special Conditions of contract.
 - (v) Particular/Technical Specifications including Drawings, if any.
 - (vi) Any other tender Amendment/errata to tender document.

5.2 Technical Evaluation Criteria

5.2.1 Un-enlisted contractors from BRO/Enlisted contractor with BRO, who have not submitted standing security deposit, they should submitted Earnest Money. **However, MSEs shall be exempted for submission of EMD for Goods & Services contracts only. This exemption is not valid for works (Execution contract)**

5.2.2 All the Pages of T-Bid should have been signed by the bidders/authorised rep having valid Power of Attorney.

6. **Eligibility Criteria**:- Tenderers shall meet the following eligibility criteria for qualifying in Technical Bid:

(a) The tenderer should have working capital and/or credit facilities of at least 10% of the estimated cost of work as given in NIT. **(This Criteria is exempted for tenderers enlisted with BRO in any class).**

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The requirement of engineers for the work costing upto Rs. 10 Crore has been specified in terms of Condition 25 of IAFW-2249 and if the cost of work is more than Rs. 10 Cr then the requirement of engineering establishment is as under :-

S/ No.	Estimated cost of contract work	Nos of engineers recommended wrt PQ criteria for "Engineering Establishment"
(i)	Above Rs.10 Cr and up to Rs. 50 Cr	<p>(a) One Graduate Engineer having minimum 03 years experience in Highway construction for road projects or minimum 3 years experience in bridge construction for Bridge construction projects.</p> <p style="text-align: center;">Or</p> <p>One Diploma holder minimum 06 years experience in Highway construction for road projects or minimum 06 years experience in bridge construction for Bridge construction projects.</p> <p>(b) Quality Control Engineer having 3 years experience.</p> <p>(c) One Survey Engineer having experience in Total Station Survey and having knowledge in latest Total Station equipment and other survey instruments.</p>
(ii)	Above Rs. 50 Crs	<p>(a) One Graduate Engineer having minimum 08 years experience in Highway construction for road projects or minimum 8 years experience in bridge construction for Bridge construction projects, which includes minimum 03 years experience as Project Manager.</p> <p>(b) One Graduate Engineer having minimum 05 years experience in Highway construction for road projects or minimum 5 years experience in bridge construction for Bridge construction projects.</p> <p style="text-align: center;">Or</p> <p>One Diploma holder minimum 10 years experience in Highway construction for road projects or minimum 10 years experience in bridge construction for Bridge construction projects.</p> <p>(c) Quality Control Engineer having 03 years experience.</p> <p>(d) One Survey Engineer having experience in Total Station Survey and having knowledge in latest Total Station equipment and other survey instruments.</p>

6.2 **Experience.**

Tenderer should have successfully completed or substantially completed with any Govt Agencies/ PSU/ Municipal Corporation/ local Govt bodies, **three** similar works costing not less than the amount equal to 40% of estimated cost of work, or **two** similar works costing not less than the amount equal to 50% of estimated cost of work, or **one** similar work costing not less than the amount equal to 80% of estimated cost of work in "last seven & current" financial years.

Similar works shall mean execution of **surfacing/Resurfacing** works with Paver, HMP Plant.

For Accepting Officer

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1. Substantially completed works means those works which are 90% completed on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
2. Tenderer shall submit list of work executed in the past 7 years in their letter head duly signed by the proprietor/ partner/ director of the firm in the proforma contained in clause 8.1.
3. Completion cost of work shall be brought to common base date of receipt of tender as per following formula:

Completion cost X (1+ Period in days from date of completion to date of receipt of tender/365 days) X 0.1).

6.3 **Available Bid Capacity (ABC)**

6.3.1 ABC as per formula given here under should be more than the estimated cost of work given in NIT. Tenderer shall calculate ABC and submit details duly signed on letter head.

Available Bid Capacity = $2.5 \times A \times N-B$

A- Maximum value of all civil Engg works in any one year during the last 5 financial years (updated to the current price level with enhancement factors as given below) supported with duly certified Balance Sheets/Certificates from Chartered accountant.

<u>Year</u>	<u>Multiplying factor</u>
Last first year	1.10
Last second year	1.20
Last third year	1.30
Last fourth year	1.40
Last fifth year	1.50

N- Number of years prescribed for completion of work for which the current bid is invited.

B- Value of the balance ongoing works to be executed in period N

6.3.2 The tenderers shall indicate actual figures of completion cost of work and Value of A without any enhancement as stated above.

6.3.3 The tenderer may be accorded an opportunity to clarify or modify his qualification documents, if necessary, with respect to any rectifiable defects through option of shortfall in tender documents to be uploaded by the bidder. The tenderer will respond in not more than **07 days** (to be decided by the Tender Inviting Authority) of uploading of the clarification letter through shortfall option, failing to which his tender is liable to be rejected.

6.4 **Vehicles, Equipment and Plants (VEP):**

6.4.1 Tenderer should own or have assured access (through hire/lease/purchase agreement/other commercial means) to the requisite Equipments, Plants and Vehicles in good working condition (Complete usage **life not more than 10 years** (except stone crushers) given hereunder.

For Accepting Officer

(Signature of Contractor)

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(i) Critical Equipments to be owned by the tenderer:-

- | | | | |
|-----|------------------------------------|---|---------|
| (a) | HMP of capacity 20/30 TPH or above | : | 01 No. |
| (b) | Paver Finisher | : | 01 No. |
| (c) | Tandem Vib/Static Road Roller | : | 01 Nos. |

(ii) Other Equipments:-

- | | | | |
|-----|--|---|---------|
| (a) | Stone crusher of capacity 40 TPH | : | 01 No. |
| (b) | BPD/Tar boiler | : | 01 No. |
| (c) | JCB/Wheel Loader of appropriate capacity to
Handle 30 cum material per hour | : | 01 Nos. |
| (d) | Tipper/Dumpers | : | 02 Nos. |
| (e) | Road Marking Machine | : | 01 No. |
| (f) | Mechanical broom/Air Compressor | : | 01 No. |

6.4.2 (a) Tenderer shall indicate source of requisite Equipments, Plants and Vehicles in good working condition required for execution of work in following format:-

- (i) Item
- (ii) BA/EM No./RC No./Invoice No.
- (iii) Year of Manufacture,
- (iv) Source from where to be arranged (Owned/lease etc)
- (v) Location presently deployed
- (vi) Based on known commitments, whether will be available for use in the proposed contract.

- (b) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting Officer is required to be enclosed.

Note:- Tenderer should own critical VEP as per specific requirement of the work as decided/specified by the tender issuing authority in the tender.

6.5 Performance and Other Requirements.

- (a) There is no poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control).
- (b) There are no serious defects observed in works which stand un-rectified (If yes, he will submit details and reasons).
- (c) There are no cancelled/abandoned contracts in which Govt unrealised recoveries exist (If yes, he will submit details and reasons).
- (d) He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons).
- (e) There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons).
- (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected.
- (g) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).

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(h) Firm should have been considered capable of taking more load in work load return circulated by DGBR. In case the firm is not considered capable for taking more work load due to unsatisfactory performance in the running works, in the prevailing report circulated by **DGBR, their technical bid shall be rejected.**

6.6 Disqualification

6.6.1 Even though the tenderers meet the above criteria, they are liable to be **disqualified if they have made misleading or false information** in bidding documents submitted.

7. JOINT VENTURE ON BRO WORKS (Except for EPC Tenders)

7.1 Two firms are permitted to bid for the tender based on Joint Venture agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement is enclosed at Annexure 'I'. The JV shall be considered as un-enlisted contractor. The JV shall submit EMD for all tender and individual performance Security as per instructions, if contract is awarded.

7.2 JV shall be allowed for the following works:-

- (a) Road work with estimated cost more than Rs. 50 crore.
- (b) Bridge work and via duct with estimated cost more than Rs. 20 crores.
- (c) Tunnel Works of any value.
- (d) Runway Work any value
- (e) PEB structure works of any value.
- (f) Solar Power works of any value.
- (g) Works for specialist E/M services with estimated cost more than Rs 20 crore.
- (h) Consultancy Work for Preparation of DPR for Bridges Tunnels & EPC roads with estimated Cost more than Rs. 5 Crore.
- (j) Work other than the types at (a) to (h) above with estimated cost more than Rs. 50 Crore.

7.3 No JV shall be allowed for furniture works. No JV shall be allowed to participate if either or both the parties are banned/adversely remarked in WLR of BRO or debarred from tendering by any authority.

7.4 Foreign Companies shall not be permitted to participate in JV except in case of tunnel project. Security clearance of Foreign Companies having foreign citizenship Directors shall be as prescribed under subsequent para.

7.5 (a) Indian Companies having Director (s) of foreign origin and Indian Companies having Director (s) of Indian origin but residing abroad/having foreign citizenship shall be permitted to participate in JV. However security clearance in such cases shall be obtained by following procedure laid down by Ministry of Home Affairs vide their letter No. II/20034/2013-IS II dt 30 Nov 2015 and amendment thereof vide OM No. II/20034/2013-II dt 09 Dec 2015. These letters, being classified, are not being shared. The case for security clearance shall be processed to HQ DGBR for taking up matter with concerned authorities.

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(b) Case for security clearance shall be processed to HQ DGBR on PRIORITY after opening T-bid (Cover-1). Further processing to tender to open Finance Bid (Cover-2) shall not be held up awaiting receipt of security clearance. However, if the JV requiring security clearance of Director (s) becomes L1, the tender shall be accepted only on receipt of security clearance. For this, the Accepting officer will pursue the security clearance vigorously.

(c) For runway tenders, all other policies issued vide E-in-C's Branch letter No. A/37696/OSDPL/POL/E2 W (PPC) dt 15 May 2015 as amended vide their letter even No. dt 14 Mar 2017 pertaining to experience, nature of works executed, requirement of tools, plants and machinery, financial turnover, Available Bid Capacity etc shall be followed.

7.6 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.

7.7 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However if the contract is awarded to the JV, then PAN & GST IN shall be obtained by the JV as single unit.

7.8 The JV shall have two parties. The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover, (c) Bank Solvency/Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120 % of the above qualifying criteria. The party other than the lead party shall meet minimum 30% of the above qualifying criteria.

7.9 Both the Parties of JV shall jointly possess the required T&P, machinery and engineering/ supervisory staff. T&P can be either on ownership basis or lease hold as stipulated in NIT/tender documents and documentary proof of the same shall be submitted. Other qualification criteria shall be meeting fully/ jointly by both the parties of JV or as a single unit of JV.

7.1.0 In the Residual Bid Capacity (in the formula $2.5 \times A \times N - B$, where A=Maximum turnover in last five financial year, N= Period of completion of contracted (tendered) work (in year calculated till two decimal places) and B= Value of balance work in all Govt & Private works), in respect of a JV, values of A and B shall be the sum total of the respective figures of both the parties.

7.1.1 Similarly when a Firm/Contractor working in JV applies for tender (s) in his own capacity (i.e. independently), the part value of A and B of his JV work (in proportion to his percentage share in JV shall also be considered against the tender applied in his own capacity and hence these details shall be submitted by the Firm/Contractor in his T-bid.

7.1.2 JV concluded up-to the date of bid submission are permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant

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JV is found incorrect and/or misleading and/or false representation and/ or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in BRO.

7.1.3 Party/parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (ie shall not be qualified in 'T' bid Cover '1').

7.1.4 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.

7.1.5 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of JV :-

(a) In case of non-submission of physical original documents of cost of tender, EMD, action as per undertaking and tender condition will be taken.

(b) Due to default in performance of contract etc-Administrative actions as per existing instructions.

7.1.6 Any unrealized recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV if it is not possible to recover proportionate share (partly/fully) from one party, it shall be recovered from other party.

8. List & format of eligibility documents to be attached along with Part-I of tender documents to prove eligibility: -

8.1 List of works completed/substantially completed in last seven and current financial years and ongoing works in following format:-

Nam e of work & CA No.	Brief Scop e of Work	Name & address of employe r/client	Accept ed Contra ct Amoun t	Date of Comm encem ent of work	Origina l dated of comple tion	Extend ed date of comple tion	Actual date of completi on/Present progress	Cost of comp eted work	Remarks explainin g reason of delay if any
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Note :-Works proving criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.

8.2 Available Bid Capacity

For-A:- Balance sheets/Certificates from Chartered Accountant indicating annual turnover of civil Engg works constructed in last 5 years.

For -B:- Contractors shall submit details of all ongoing works as per format stated in clause 8.1 of above.

Tenderers shall calculated ABC and submit details duly signed.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

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8.3 Equipments, Plants and Vehicles:

(a) Tenderer shall indicate source of requisite Equipments, Plants and Vehicles with vintage required for execution of work in following format:-

S/ No.	Items	BA/EM No./RC NO/Invoice NO.	Year of Manufacture	Source from where to be arranged (owned/lease etc.)	Location presently deployed	Based on known commitments, whether will be available for use in the proposed contract.
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(b) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting Officer is required to be enclosed.

8.4 Integrity Pact (IP) (applicable for tender with estimated cost of Rs. 5 Crore and above for all works contracts and in tender for procurement of services, stores, equipments & plants with estimated cost of Rs, 1 crore and above).

Pre-contract IP duly signed by Accepting Officer/ authorized officer has been uploaded along with this tender as **Annx-II**. Same shall be signed by bidder(s) on each page and scanned copy shall be uploaded as part of Technical bid (Cover-1) and original IP duly signed on each page shall be forwarded by post along with tender fee and EMD (if applicable). IP will be an integral part of the Contract and both parties are bound by provision.

8.5 Performance and other Requirements

8.5.1 Tenderer shall submit undertaking that:-

(a) There is no poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control).
(b) There are no serious defects observed in works which stand un-rectified (If yes, he will submit details and reasons).
(c) There are no cancelled/abandoned contracts in which Govt unrealised recoveries exist (If yes, he will submit details and reasons).
(d) He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons).
(e) There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons).
(f) Proprietor/partners/directors of firm are not involved in anti national/anti social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).

8.5.2 Tenderer shall submit information of all arbitration/court cases decided during last five and current financial year also presently in progress as per following format:-

Name & Address of employer	Cause dispute	of Amounts involved	Brief of court Judgment/arbitration award (if published) otherwise present progress

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- 8.6 Constitution of firm along with copy of partnership deed (in case of partnership firms) and memorandum of articles and association (in case of limited companies).
- 8.7 In case of un-enlisted firms, copies of passport of proprietor /partners/directors (if available). If not submitted and Accepting Officer has doubt in character and antecedents of proprietor/partners/directors, he may get these verified from police authorities.
- 8.8 Copies of PAN Card of proprietor/partners/ directors.
- 8.9 Lowest bidder if un-enlisted firm in BRO (if his offer is decided for acceptance) will be required to fill enlistment form for provisional enlistment.

Notes :-

1. Documents as listed at clause 8.6 to 8.8 above are exempted for tenders enlisted with BRO in any class.
2. Affidavits shall be submitted on Non-Judicial stamp papers of appropriate values duly attested by the Magistrate/Notary Public.
3. Photocopies of documents shall be attested by Gazetted officer/Public notary and also self attested.
4. The bidder should meet all the technical evaluation criteria indicated in the bid documents in order that the bid is considered to be technically responsive and the bidder qualifying to have its Financial Bid opened.

9. Part-II (Price/Commercial-Q Bid)

- 9.1 Part-II (Price/commercial Bid-Q Bid) shall comprise of the following:

- (i) Schedule 'A' Notes
- (ii) Schedule 'A' (to be quoted by Bidder)
- (iii) Schedule B,C & D
- (iv) Tender Pages

10. Q-bid evaluation

- (i) Arithmetical corrections shall be made as per General Condition of Contracts 6 (A) of IAFW-2249
- (ii) Commercial Bids will be reviewed to ensure that the figures indicated therein are consistent with the details of the corresponding Technical Bids.
- (iii) For the purpose of evaluation "cost" shall be inclusive of all taxes and duties.
- (iv) Bidder who has quoted lowest total cost in Schedule A (L-1) shall be considered successful bidder and all other bidders shall be considered unsuccessful. Offer of successful bidder (L-1) shall only be considered for acceptance. If L-1 backs out, retendering shall be resorted in a fair and transparent manner. (iii) Completion Period as indicated in Tender Documents have been accepted.

For Accepting Officer

(Signature of Contractor)

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10.1 The Chief Engineer Project Himank will be Accepting Officer here-in-after referred to as such for the purpose of this contract.

10.2 If tenderers desire that any condition or stipulation given in the tender documents is to be modified or deleted, they may submit their comments/suggestions before last working date of clarification as shown in critical date details in subject tender ID for consideration by the Deptt for issue of corrigendum/amendments to tender documents. If deptt considers comments/suggestions suitable, corrigendum/amendments to tender documents shall be issued and also uploaded on E-tendering Portal. If deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on E-tendering portal and tenders shall quote strictly complying with the various provisions given in the tender documents. Any tender who stipulates any alterations to any of the conditions/provisions laid down in tender documents (including corrigendum/amendments) or which proposes any other conditions of any description whatsoever is liable to be rejected.

10.3 The tenders are advised to visit the work site to acquaint themselves of working and site conditions, before submitting their tender. 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 and levies prevailing etc which may affect the quotation and execution of the work.

10.4 Tenderer must be very careful to deliver a bonafide tender; failing which the tenders are liable to be rejected. Tenderers are, therefore, advised to ensure that their tender must satisfy each and every condition laid down in tender documents.

10.5 Your attention is drawn to the Indian Official Secret Act-1923 (XIX of 1923) as amended up to date particularly section 5 thereof.

11. **Earnest Money**

(a) Earnest money is not required to be submitted by the enlisted contractor with BRO (term "enlisted contractor" used in tender documents means "enlisted contractor with BRO") who have submitted standing security but same is required from enlisted contractor with BRO, who have not submitted standing security deposit. **However, MSEs shall be exempted for submission of EMD for Goods & Services contracts only. This exemption is not valid for works (Execution contract)**

(b) Un-enlisted contractors with BRO/Enlisted contractor who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting **Rs. 2,52,890.00/- (Rupees Two Lakh Fifty Two Thousand Eight Hundred and Ninety only)** in the shape of call Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of Chief engineer Project Himank C/o 56 APO issued by nationalized /Schedule Bank. Technical Bid not accompanied with the earnest money will not be considered for opening of financial Bid. The amount of this receipt should be basic amount and not their maturity value. Any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender not accompanied with the earnest money in the form as indicated here-in before or accompanied with any

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Dated: _____ 2026

letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafide tender.

(c) Earnest money shall be returned to unsuccessful bidder (other than L-1) after opening of Financial Bids and to successful (L-1) bidder after receipt of Performance security.

12. **Performance Security:-**

12.1 **Within 28 days** of the letter of acceptance, the successful bidder (L-1) shall deliver to the Accepting Officer a Performance Security for an amount equivalent to **5% of the Contract sum.**

12.2 Failure of successful contractor to comply with the requirement of sub-clause 12.1 shall constitute sufficient grounds for cancellation of award of work.

12.3 In the event of contract being cancelled, under condition 52, 53 & 54 of IAFW-2249 General Conditions of Contracts, the performance Security & retention money as per last RAR shall be forfeited. All T&P and material of contractor lying at site shall be confiscated by the Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.

12.4 Form for Bank Guarantee Bond against Performance Security Deposit shall be as per **Annx-III**. If Performance Security is submitted in the form of Bank Guarantee it should be issued by Nationalized/ Scheduled Bank. Details of Beneficiary's bank: SBI Main Branch Leh, IFSC Code-SBIN0001365.

12.5 The period of validity of the Bank Guarantee Bond against Performance Security shall be more than 60 days up to and including the scheduled date of expiry of Defects Liability Period.

13. The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking, giving a purchase preference over other tender (s) as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible to such tenderers whose tenders may be rejected on account of the said policy.

14. The tender shall remain open for acceptance for a period of **90 days** from bid submission end date.

15. On acceptance of tender, the name of authorized representative (s) of the contractors who would be responsible for taking instruction for Engineer-in-charge or its authorized representative shall be intimated by the contractor within 7 days of issue of Acceptance letter.

16. **Revision/Modification of quoted Price**

In case the tenderer has to revise/modify/withdraw his quoted rates/offer after it is uploaded in e-tendering portal he may do so on before bid submission end date & time in e-tendering portal only. Any revision/ modification in offer/ withdrawal of offer in the form of an open letter after bid submission end date & time and the same shall be considered as

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

revocation of offer and shall not be taken into account, while considering his originally quoted offer.

17. **Revocation of offer**

In the event of lowest tenderer revokes his offer or revises his rates upward (which will be treated as revocation of offer), after bid submission end date and before expiry of original validity period stipulated in tender documents, the earnest money deposited by him shall be forfeited. In case of BRO enlisted contractors, the amount equal to the earnest money stipulated in the Notice Tender, shall be notified to the tenderer for depositing the amounting through MRO, failing which the amount shall be recovered from any payment due to such contractor or shall be adjusted from the Standing Security Deposit. In addition, L-1 tenderer revoking offer and his firm shall not be issued the tender in second or subsequent calls of subject work.

Yours Faithfully

Signature of Contractor

For Accepting Officer

Dated :

Encls : Tender Documents

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

ANNEXURE-I

Format for Joint Bidding Agreement for Joint Venture
(to be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of _____ 20 _____

AMONGST

1.....having its registered office at(hereinafter referred to as the "First Part" which expression shall, unless repugnant to the contest include its successors and permitted assigns)

AND

2.....Having its registered Office at..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) The BORDER ROAD ORGANIZATION, represented by its (Name of tendering office) and having its office at(hereinafter referred to as the "**Authority**") which expression shall, unless repugnant to the context or meaning thereof, include its administrator, successors and assigns) has invited bid by its Tender ID No. _____ for _____ (name of work).

(B) The Parties are interest in jointly bidding for the tender as member of Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work and

(C) It is necessary condition under the pre-qualifying criteria (PQC) that the parties of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy there of with the Application.

NOW IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the contest otherwise requires, have the meaning ascribed thereto under the PQC in the Notice Inviting Tender.

2. **Joint Venture**

(a) The parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Bidding Process for the project.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

- (b) The Parties hereby undertake to participate in the Bidding Process only through this joint Venture and not individually and/or through any other Joint Venture constituted for this project, either directly or indirectly.

3. **Covenants**

The parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the contract, it shall perform all its obligations as the Contractor in term of the Contract.

Role of the Parties

The parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First shall be the Lead member of the Joint Venture and shall have the Power of attorney from the other Party for conducting all business for and on behalf of the Joint Venture during the Bidding Process and execution process as well as post execution process.

(b) Party of the Second Part shall be the Member of the Joint Venture.

4. **Joint and Several Liabilities**

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.

Field of expertise

The parties do hereby declare that the field of expertise of the parties is as under:-

First party :

Second Party :

Share of Works in the Project

The parties agree that the proportion of the Contract to be allocated among the parties shall be as follows:-

First party :

Second Party :

5. **Representation of the Parties**

Each Party represents to the other Party as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing all in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

(b) The execution, delivery and performance by such party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture party is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
- (ii) Violate any applicable law presently in effect and having applicability to it;
- (iii) Violate the memorandum and articles of association, by-laws or Other applicable organizational documents thereof;
- (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) Create or impose any liens, mortgages, pledges, claims, security interest, charges or encumbrances or obligations to create a lien, charge, pledge, security, interest, encumbrances or, mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under the Agreement.

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defect Liability Period under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not pre-qualify for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant does not pre-qualify or upon return of the EMD by the Authority to the Bidder, as the case, may be.

7. Miscellaneous

- (a) This Joint Bidding Agreement shall be governed by Laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND
DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by;
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

WITNESS

In the presence of :

1.

2.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

ANNEXURE-II

INTEGRITY PACT

General

1. Whereas the president of India, represented by Chief Engineer (CE) hereinafter referred to as Principal/Owner and the first part, has floated the Tender No. CE (P) HIMANK/06/2025-26 and intends to award, under laid down organizational procedure, contract
NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH (2nd Call)”.

hereinafter referred to as works/Services and M/s represented by,.....
(which term unless expressly indicated by the contract, shall be Bidder/Contractor and the second part is willing to carryout the works/services.

2. Whereas the Bidder is a Proprietorship Concern/Partnership Firm/Limited Liability Firm/Private Limited Company/Limited Company/Joint Venture constituted in accordance with the relevant law in the matter and the Principal/Owner is Commander Chief Engineer (CE) performing its functions on behalf of the President of India.

Objectives.

3. Now, therefore, the Principal/Owner and the Bidder agree to enter into this pre-contract agreement, referred to as INTEGRITY PACT (IP), to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the conclusion of the contract to be entered into with a view to:-

3.1 Enabling the Principal/Owner to get the desired works/services at a competitive price in conformity with the defined specifications of the Services by avoiding high cost and the distortionary impact of corruption on public procurement.

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

Commitments of the Principal/Owner.

4. The Principal/Owner commit itself to the following:-

4.1 The Principal/Owner undertakes that, no official of the Principal/Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract; in exchange for any advantage; in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Principal/Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Principal/Owner will report to the appropriate Government office any attempted or completed breach(s) of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal/Owner willful and verifiable facts and the same is prima facie found to be correct by the Principal/Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding may be initiated by the Principal/Owner and such a person shall be debarred from further dealing related to the tender/contract process. In such a case while an inquiry is being conducted by the Principal/Owner the tender process/proceedings under the contract would not be stalled.

Commitments of Bidders.

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour any material or non-material benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with Government.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder would not enter into conditional contract with any Agent(s), broker(s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract.

6.6 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of integrity Pact.

7. **Previous Transgressions.**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract and if already awarded, same can be terminated for such reason.

8. **Company Code of Conduct**

8.1 Bidders are advised to have company code of conduct (clearly rejecting the use of bribers and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the country.

9. **Sanction for Violation**

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

- (i) Technical bid of the Bidder will not be opened, Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

- (ii) Financial bid of the Bidder will not be opened, Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- (iii) The bidder will be suspended for participation in the tendering process for the works of BRO/MoRT&H/NHA/NHIDCL/any other Govt. Deptt. and works under centrally sponsored schemes, for a period of one year from the bid due date of this work.
- (iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- (v) To encash the Performance Security furnished by the Bidder.
- (vi) To cancel all or any other Contract(s) with the Bidder.
- (vii) To temporally suspend or temporarily debar/permanently debar the bidder as per the extant policy.
- (viii) If adequate amount is not available in the present tender/contract the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal/Owner in connection with any other contract for any other works/services.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal/Owner, or alternatively if any close relative of an officer of the Principal/Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal/Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court: son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer, in any way dependent upon the the Government Servant or of whose custody the Government servant has been deprived of by or under any law: any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The bidder shall not lend to or borrow any money from or enter into any monetary dealing or transactions, directly or indirectly, with any employee of the Principal/Owner and if he does so, the Principal/Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

9.2 The decision of the Principal/Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder. However, the Bidder can approach the independent External Monitor(s) (IEMs) appointed for the purpose of this Pact.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

10. **Independent External Monitors (IEMs)**

10.1 MoD has appointed the following independent external Monitors for this pact in consultation with the central Vigilance commission:-

S/No	Name of IEM	e-mail id
1	Shri Narayan Murthy Ganapathy, IFoS (Retd)	gana_narayan@yahoo.com
2	Shri Lalatendu Mohanti, IPS (Retd)	l.mohanti@gmail.com

10.2 Details of Nodal officer nominated by the DGBR are as follows:-

	For tender not on EPC mode
Name	<u>Shri</u> Sanjay Singh, SE (QS&C), Dir E8
e-mail id	bro-ddgepcncontract@bro.gov.in

10.3 In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to the Nodal Officer and the other party. If such complaint from bidder is received by the Principal/Owner shall refer the complaint to the Independent External Monitors for their recommendations/inquiry report.

10.4 If the IEMs need to peruse the relevant records of the Principal/Owner and/or of the Bidder/Contractor in connection with the complaint sent to them, the Principal/Owner and/or the Bidder/Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records/documents of Sub-Contractor (s) are also required to be perused by the IEMs, the Bidder shall make arrangement for such perusal of records by the IEMs as demanded by them. IEMs are under obligation to treat the information and documents of the Principal/Owner and Bidder/Contractor/Sub Contractors with confidentiality.

10.5 The task of the IEMs, is review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions neutrally and independently. The report of inquiry, if any, made by the IEMs shall be submitted to either of the following for a final and appropriate decision in the matter keeping in view the provision of this Pact:-

- (a) DGBR in normal cases.
- (b) CVO (MES & BRO)/MoD in cases involving vigilance angle.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

11. **Examination of Books of Accounts.**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12. **Law and Place of Jurisdiction.**

This Pact is subject to Indian Law, the place of performance and jurisdiction is the seat of the Principal/Owner.

13. **Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. **Signing of Integrity Pact on behalf of Bidder.**

(a) Proprietorship concern- The Integrity Pact must be signed by the proprietor or by an authorized signatory holding power of attorney signed by the proprietor.

(b) Partnership firm- The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.

(c) Limited Liability firm- The Integrity Pact must be signed by all partners or by one or more partners holding power of attorney signed by all partners.

(d) Private Limited/Limited Company- The Integrity Pact must be signed by a representative duly authorized by Board resolution.

(e) Joint Venture- The Integrity Pact must be signed by all partners and members to joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

15. **Validity.**

15.1 The validity of this Integrity Pact shall be from date of its signing. Its expires for the Contract after the final payment under the contract has been made or till the continuation of Defect liability period, whichever is later and for all other bidders, till the Contract has been awarded.

15.2 Should one or several provision of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case parties will strive to come to an agreement to their original intentions.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PRE-CONTRACT INTEGRITY PACT

To,

The Chief Engineer
Project Himank
C/O 56 APO

SUB: NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH (2nd Call)”.

Dear Sir,

I/We acknowledge that BRO is committed to follow the principles thereof as enumerated in the Integrity Pact 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 enclosed the Integrity Pact, 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 Pact in letter and spirit and further agree that the execution of the said Integrity Pact, shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BRO. I/We acknowledge and accept the validity of the Integrity Pact, which shall be in the line with Para 15 of the enclosed Integritiy Pact.

I/We acknowledge that in the event of my/our failure to sign and accept the Integritiy Pact, while submitting the tender/bid. BRO shall have unqualified absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and condition of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PRE-CONTRACT INTEGRITY PACT

To,

SUB :-TENDER NO. CE (P) HIMANK/13/2025-26 FOR THE WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH (2nd Call)”.

Dear Sir,

It is hereby declared that BRO 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 Pact, 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 clarification shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of the BRO.

Yours sincerely

Chief Engineer (P) Himank
Accepting Officer

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

ANNEXURE-III
PERFORMANCE GUARANTEE BOND
(to be used by approved Scheduled Banks)

1. In consideration of the President of India (hereinafter called "the government") having agreed to exempt (here in after called "the said Contractor(s)") from the demand, under the terms and condition of an Agreement datedMade between and..... For..... (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees only), we bank Ltd. (hereinafter referred to as "the Bank) do hereby undertake to pay to the Government an amount not exceeding Rs.Against any loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any the terms or conditions contained in the said Agreement.

2. WeBank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor's (s) failure to perform the said Agreement. 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 exceeding Rs.

3. WeBank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that 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 (Officer/Department), Ministry ofcertifies that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made to us in writing on or before the We shall be discharged from all liability under this guarantee thereafter.

4. WeBank Ltd. further agree with the Government that the Government shall have the fullest liberty without affecting in any manner our obligations, hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time 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 or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. WeBank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

ANNEXURE-IV
(To be enclosed with bid documents)
Bid Security Declaration

BLANK

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BIDDING)
MINISTRY OF DEFENCE
BORDER ROADS ORGANISATION
CHIEF ENGINEER PROJECT HIMANK

1. Online bids are invited on single stage two bid system for **NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH”.** (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

(The title of above heading of Defence eProcurement Portal website <https://defproc.gov.in/nicgep/app> **“NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH”.**(TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

2. Tender documents may be downloaded from **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app> as per the schedule as given in CRITICAL DATE SHEET as under:-

CRITICAL DATE SHEET

Publishing Date	22 Jan 2026 (1800 Hrs)
Document Download/Sale Start /Date	23 Jan 2026 (1000 Hrs)
Clarification Start Date	23 Jan 2026 (1000 Hrs)
Clarification end date	05 Feb 2026 (1800 Hrs)
Pre Bid Meeting	05 Feb 2026 (1100 Hrs)
Bid Submission Start Date	06 Feb 2026 (1000 Hrs)
Bid Documents Download/Sale End Date	14 Feb 2026 (1800 Hrs)
Bid submission end date	14 Feb 2026 (1800 Hrs)
Technical Bid Opening Date	16 Feb 2026 (1100 Hrs)
Financial Bid Opening Date	Will be informed later

3. Bids shall be submitted online only at **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app>. Manual bids shall not be accepted. Tenderer /Contractor are advised to follow the instructions provided in the **‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app>’ **before proceeding ahead.**

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

(Notice of tender (contd...))

4. The work is estimated to cost **Rs. 177.89 Lakh (Rupees One Crore Seventy Seven Lakh Eighty Nine Thousand only)** approximately or as subsequently amended in tender documents or uploaded in **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app>. This estimate, however, is not a guarantee and is merely given as a rough indication of cost and if works cost more or less, the tenderer shall have no claim on that account of what so ever nature.
5. The tender shall be based on drawing, specifications, **General Conditions of Contracts IAFW-2249** including errata and amendments up to 48 as mentioned in tender documents.
6. Not more than one tender shall be submitted by one contractor or contractors having business relationship, Under no circumstance will father and his son (s) or other close relations who have business relationship with one another (i.e. when one or more partner (s)/director (s) are common) 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.
7. The work is to be completed within **180 days (One Hundred and Eighty days) (Excluding the adverse climatic period from 01 Nov to 30 Apr if it falls during the completion period)** or as subsequently amended in tender documents or uploaded in **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app> in accordance with the phasing, if any, indicated in the tender, which will be generally within one month from the date of issue of acceptance letter.
8. The **Chief Engineer, Project Himank, C/O 56 APO** will be the Accepting Officer, here in after, referred to as such for all purposes in this contract.
9. Intending tenderers are advised to visit again **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app> at least 03 days prior to date of submission of tender for any corrigendum/addendum/amendment.
10. Earnest money is not required to be attached with tender by the valid enlisted contractors with BRO who have submitted standing security deposit as well as MSEs for Goods & Services Contract only as per Rule 170(i) of GFR 2017. However, same is required from other contractors as well as MSEs for works (execution) contracts and to be attached (Scanned copy) with technical bid for **Rs. 2,52,890.00/- (Rupees Two Lakh Fifty Two Thousand Eight Hundred and Ninety only)** in the shape of Term Deposit receipt/ Call deposit receipt / Special term Deposit Receipt in favour Chief Engineer Project Himank, C/O 56 APO obtained from any Nationalized / Scheduled Bank having Maturity validity period 90 days more than validity period of his offer, Payable at SBI Leh Code No. 1365. Earnest Money deposit of all unsuccessful tenderer will be returned immediately by endorsing an authority on the CDR for its refund. The earnest money deposit of the successful tenderer will be returned on receipt of the full security deposit or will retain it as a part of security deposit.
11. Successful Bidder (L-1) shall deliver to the accepting Officer a Performance Security for an amount of **5% of contract sum** in the shape of Bank Guarantee or FDR within 28 days of issue of LoA. If Performance Security is submitted in the form of Bank Guarantee it should be issued by Nationalized/ Scheduled Bank. Details of Beneficiary's Bank: SBI Main Branch, Leh IFSC Code-SBIN0001365.
12. Copies of drawings (if applicable) and other documents pertaining to the work (signed for the purpose of identification by the Accepting Officer or his accredited representative) and sample of materials and stores to be supplied by the contractor will be opened for inspection at the following locations :- HQ 1445 BCC/ HQ 50 BRTF, C/O 56 APO

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

(Notice of tender (contd...))

13. Tenderers are advised to visit the work site by making prior appointment with the **Commander 50 BRTF / OC 113 RCC C/O 56 APO. Any Query related to tender condition may be clarified at telephone No.01982-222485.**
14. A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he had actually inspected them or not.
15. Any qualification documents/tender which stipulates any alternative to any of the conditions laid down or which proposes any other conditions of any description whatsoever is liable to be rejected.
16. The Accepting Officer reserves his right to accept a tender submitted by a Public Undertaking, giving a 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 such tenderers whose tenders may be rejected on account of the said policy.
17. 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, tools and plants etc will be issued to him local conditions and other factors bearing on the execution of the work.
18. The Pre-contract Integrity Pact (applicable for tender with estimated cost of Rs. 5 Crore and above for all works contracts and in tender for procurement of services, stores, equipments & plants with estimated cost of Rs. 1 Crore and above.) shall be signed by Accepting Officer or by the officer specially designated by him and scanned copy uploaded as part of NIT along with tender documents. Scanned copy of Pre-Contract Integrity Pact duly signed on each pages by the bidders(s) shall be uploaded as part of technical bid (Cover-I) and original Pre-Contract Integrity Pact duly signed on each pages shall be forwarded by post along with EMD.
19. The scanned copy of Original Instruments in respect of EMD, Pre-Contract Integrity Pact duly signed on each page by the bidder(s), and undertaking regarding acceptance of tender conditions, Enlistment letter if firm is enlisted in BRO, EPFO, Registration letter, GST Registration and any other documents required to be submitted with respect to various conditions mentioned in the tender documents must be uploaded along with the technical bid. The Hard copies of all the documents should reach the Tender Inviting Authority in the sealed envelope within 05 days of bid submission end date.
20. Tenderer who has downloaded the tender from the BRO website shall not temper / modify the tender from in any manner. In case if the same is not found to be tempered / modify in any manner tender will be summarily rejected and tenderer is liable to be banned from doing business with BRO.
21. The accepting officer does not bind himself to accept the lowest or any tender or to give any reason for doing so.
22. In case of applications/bids (enlisted contractor/ as well as un-enlisted contractors) where scanned copies of requisite copy of instrument of EMD were uploaded but the same are not received in physical form within stipulated time, such bids shall not qualify for opening of financial bid.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

(Notice of tender (contd...))

23. In case of rejection of technical bid, contractor may appeal to next Higher Engineering Authority i.e HQ ADGBR (NW) on e-mail ID : **bro-adgnw@nic.in** with copy to the Accepting Officer i.e. CE (P) Himank on e-mail ID : **bro-hmk@nic.in** against rejection within 05 days from the date of publishing of result of Technical bid qualification on the **Defence eProcurement Portal** whose decision shall be final and binding. If the appeal is not made within this period, the bidder shall forfeit his right of appeal against rejection of his Technical bid. Any appeal received after 07 days of such publication of result shall not be entertained under any circumstances. The Next Higher Engineer Authority shall preferably try to resolve the issue within 10 days of such representation. However, contractor/bidder shall not be entitled for any compensation whatsoever on account of rejection of technical bid.

24. For any further particulars, you may ref **Defence eProcurement Portal website** <https://defproc.gov.in/nicgep/app>.

25. In the event of lowest tenderer revokes his offer or revises his rates upward (which will be treated as revocation of offer), after opening of tenders and before expiry of original validity period stipulated in tender documents, the tenderer will be suspended for participation in the tendering process for the works of BRO/MoRT&H/NHAI/NHIDCL/any other Govt. Deptt. and works under centrally sponsored schemes, for a period of one year from the bid due date of this work.

26. The tender shall remain valid for acceptance for a period of **90 days** from bid submission end date.

27. **Important – Above particulars may change due to Administrative or any other reason and shall be available in BRO web site www.bro.gov.in and Defence eProcurement Portal website <https://defproc.gov.in/nicgep/app>. Therefore bidders/contractors are requested to visit BRO web site www.bro.gov.in and Defence eProcurement Portal website <https://defproc.gov.in/nicgep/app> frequently and at least once again 3 (Three) days prior to last submission date as per critical date sheet, for any changes in above particulars. The tenderer may also contact Shri A K Yadav, SW at Mob No.9084777736, Email ID. arun.rudra130@gmail.com and Col Saju, Dir (Contracts) at Mob. No. 7875234353, Email.ID bro-hmk@nic.in of Project Himank and office contact No. 01982-264088, Fax No. 01982-295602 and Nodal Officer of BRO Shri Sanjay Singh, SE (Civ) (QS&C), Dir (Contracts) for DGBR at Email Id- bro-ddgepcncontract@bro.gov.in and www.bro-hmk@nic.in during office hours.**

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

-----Sd/-----
(AK Yadav)
EE (Civ) NFSG
Offg Dir (Contract)
For Accepting Officer
Dated: Jun 2026

File No.81265/ /E8

**Headquarters
Chief Engineer,
Project Himank,**

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

GENERAL CONDITIONS OF CONTRACTS
(IAFW-2249)
FOR

NAME OF WORK: “PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH” (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

1. A copy of the LATEST GENERAL CONDITIONS OF CONTRACTS (IAFW-2249) including all errata and amendments up to 48 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, that the LATEST GENERAL CONDITIONS OF CONTRACTS (IAFW-2249) including Condition 70 thereof pertaining to settlement of disputes by arbitration, containing 103 including all errata and amendments up to 48, all 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-2249) the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in Border Roads Organization.

- DELETE WHICH EVER IS NOT APPLICABLE

Note :- The copy of General Conditions of contract IAFW-2249 can be referred in the office of the HQ CE (P) Himank/ Any office of BRO.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

1
AMENDMENTS WITH RESPECT TO PERFORMANCE SECURITY

APPENDIX

IAFW – 2249 : GENERAL CONDITIONS OF CONTRACTS FOR LUMP SUM CONTRACTS, TERM CONTRACTS
FOR ARTIFICERS' WORK AND MEASUREMENT CONTRACTS

Amdt No.	Condition No. & Para No.	Existing Condition	Amended Condition
41.	22, Security Deposit including all its sub para	As existing	Deleted
42.	53, Three Paragraphs after Para 53 (c)	<p>Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the Works by any means at the contractor's risk and expense provided always that in the event of cost of completion or after alternative arrangements have been finalized by the Government to get the works completed, estimated cost of completion (as certified by G.E.) being less than the contract cost, the advantage shall accrue to the Government. If the cost of completion or after alternative arrangements have been finalized by the Government to get the works completed, estimated cost of completion (as certified by G.E.) exceeds the moneys due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by G.E. or the same shall be recovered from the contractor by other means. The Government shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on Site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the contract as aforesaid.</p> <p>The Government shall also be at liberty to use the materials, tackle, machinery and other stores on site of the contract as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of the materials and stores and the amount of credit to be</p>	<p>Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the Works by any means independently without risk and cost of the original contractor.</p> <p>On cancellation of contract, the performance security and retention money upto last paid RAR shall be forfeited. All T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.</p> <p>If the failed contractor is a Company, or a Firm then every member/partner/Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Company/Firm.</p>

DGL countersigned.
27/12/26

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

2 AMENDMENTS TO IAFW- 2249 (CONTD)			
Amr ^d * No.	Condition No. & Para No.	Existing Condition	Amended Condition
		<p>allowed for tackle and machinery belonging to the contractor and used by the Government in completing the work shall be assessed by the G.E. and the amount so assessed shall be final and binding.</p> <p>In case the Government completes or decides to complete the work under the provisions of this Condition the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this Condition shall consist of the cost or estimated cost (as certified by G.E.) of materials purchased or required to be purchased and/or labour provided or required to be provided by the Government as also the cost of the contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E. whose decision shall be final and binding.</p>	
43.	54, Paras after Para 54 (d)	<p>The Accepting Officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Government, cancel contract as a whole or only such work order (s) or items of work in default from the Contract. Whenever the Accepting Officer exercises his authority to Cancel the contract as a whole or in part under this condition, he may complete the Work by any means at the Contractor's risk and cost provided always that in the event of cost of completion or after alternative arrangements have been finalized by the Government to get the works completed, estimated cost of completion (as certified by G.E.) being less than the contract cost, the advantage shall accrue to the Government. If the cost of completion or after alternative arrangements have been finalized by the Government to get the Works completed, estimated cost of completion (as certified by G.E.) exceeds the moneys due to the Contractor</p>	<p>The Accepting Officer may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Government, cancel contract as a whole or only such work order (s) or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the Works by any means independently without risk and cost of the original contractor</p> <p>On cancellation of contract, the performance security and retention money upto the last paid RAR shall be forfeited. All T&P and material of contractor lying at site shall be confiscated by Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.</p>

For Accepting Officer

(Signature of Contractor)

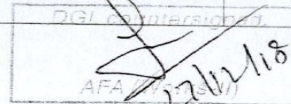
Dated : _____ 2026

Dated: _____ 2026

AMENDMENTS TO IAFW- 2249 (CONTD)

Amd* No.	Condition No. & Para No.	Existing Condition	Amended Condition
		<p>under this contract, the Contractor shall either pay the excess amount ordered by G.E. or the same shall be recovered from the contractor by other means. The Government shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on Site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the contract as aforesaid.</p> <p>The Government shall also be at liberty to use the materials, tackle, machinery and other stores on Site of the Contractor as they think proper in completing the work and the Contractor will be allowed the necessary credit. The value of the materials and stores and the amount of credit to be allowed for tackle and machinery belonging to the Contractor and used by the Government in completing the work shall be assessed by the G.E. and the amount so assessed shall be final and binding.</p> <p>In case the Government completes or decides to complete the Works or any part thereof under the provisions of this Condition, the cost of such completion to be taken into account in determining excess cost to be charged to the contractor under this condition shall consist of the cost or estimated cost (as certified by G.E.) of materials purchased or required to be purchased and/or labour provided or required to be provided by the Government as also the cost of the contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E. whose decision shall be final and binding.</p>	<p>If the failed contractor is a Company, or a Firm then the every member/partner/Director of Company, or Firm shall be barred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other Company/Firm.</p>

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For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

4
AMENDMENTS TO IAFW- 2249 (CONTD)

Air No.	Condition No. & Para No.	Existing Condition	Amended Condition
44.	67, Recovery from contractor (i) Para 67 (a) line- 10 (ii) Para 67 (g) line- 5	For words "Security Deposit or Security Bond amount" For words "Security Deposit or Security Bond amount"	Read "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate) " Read "Performance Security amount (or from the Contractor's Standing Security Deposit amount or Security Bond if Performance Security amount is not adequate) "
45.	68, Refund of security Deposit including all sub paras	Refund of Security Deposit.- The Security Deposit mentioned in Condition 22 above may be refunded to the Contractor after the expiration of the defects liability period (<i>vide</i> Condition 46) by the GE. provided always that the Contractor shall first have been paid the Final Bill and have rendered a No-Demand Certificate (I.A.F.A.-451). The additional Security Deposit referred to in para 2 of Condition 22 may be refunded to the Contractor by the GE in two stages, viz. 50% of the additional Security Deposit on payment of the undisputed portion of the Final Bill provided there are no claims outstanding against the Contractor and the balance 50% after expiration of the defects liability period (<i>vide</i> Condition 46), provided the contractor shall first have rendered a No-Demand Certificate (I.A.F.W.-451).	Refund of Performance Security: The Performance Security Deposit mentioned in Condition 19 above may be refunded to the contractor after the expiration of the defects liability period (<i>vide</i> Condition 46) by the GE provided always that the contractor shall first have been paid the final bill and have rendered a No-Demand Certificate (I.A.F.W.-451).
46.	70, Para 3	Provided that in the event of abandonment of the works or cancellation of the contract under condition Nos 52, 53 or 54 hereof, such reference shall not take place until alternative arrangement have been finalized by the Government to get the works completed by or through any other contractor or contractors or Agency or Agencies.	Deleted

DGL counter signed
AFA (W/2026)

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

5 AMENDMENTS TO IAFW- 2249 (CONTD)			
Am. No.	Condition No. & Para No.	Existing Condition	Amended Condition
47.	19	BLANK	<p><u>New Condition</u></p> <p>"19 Performance Security</p> <p>19.1 Within 28 days of receipt of the Letter of Acceptance, the successful contractor shall deliver to the Accepting Officer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract sum.</p> <p>(a) A Bank Guarantee in the prescribed form.</p> <p>(b) Government Securities, FDR or any other Government Instruments stipulated by the Accepting Officer.</p> <p>19.2 If the performance security is provided by the successful Contractor in the form of a Bank Guarantee, it shall be issued by Nationalized/Scheduled Indian Bank but its confirmation shall be done only from the Head Office of the Bank.</p> <p>19.3 Failure of the successful contractor to comply with the requirements of sub-clause 19.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money. In case of MES enlisted contractor, amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO. Issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the Earnest Money is deposited in Government Treasury.</p>

T-6

21/2/26

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

6
AMENDMENTS TO IAFW- 2249 (CONTD)

Am. No.	Condition No. & Para No.	Existing Condition	Amended Condition
			<p>19.4 All compensation or other sums of money payable by the contractor to the Government under the terms of this contract or under any other contract with Government may be deducted from, or paid by the sale of a sufficient part of the Performance Security or from the interest arising there from or from any sums which may be due or become due to the contractor by the Government on any account whatsoever and in the event of his Performance Security being reduced by reason of any such deduction, or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from or realized by the sale of his Performance Security or any part thereof.</p> <p>Government shall not be responsible for any loss of securities or any depreciation in the value of securities while in their charge nor for loss of interest thereon.</p> <p>19.5 In the event of contract being cancelled, under Condition 52, 53 & 54 of General Conditions of Contract, the Performance Security shall be forfeited in full and shall be credited into Consolidated Fund of India."</p>

For

DGL countersigned
27/12/18

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

7
AMENDMENTS WITH RESPECT TO INCREASE IN DEFECTS LIABILITY PERIOD **APPENDIX**

IAFW – 2249 : GENERAL CONDITIONS OF CONTRACTS FOR LUMP SUM CONTRACTS, TERM CONTRACTS
FOR ARTIFICERS' WORK AND MEASUREMENT CONTRACTS

Amdt No	Condition No & para No	Existing Condition	Amended Condition
48.	46, Inspection of the Works, Second Para, lines 1 to 5	"Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of a twelve calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") that any work has been executed with unsound, imperfect or unskillful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract....."	<p>"Should the G.E. consider, at any time during the construction or reconstruction or prior to the expiration of period of :-</p> <p>(a) Thirty six calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for Runway works, Marine & Harbour works, High Altitude works & Specialist works of Hospitals & Medical Equipment/ Medical Gas.</p> <p>(b) Twenty four calendar months after the works have been handed over to Government (hereinafter referred to as the "defects liability period") for works other than mentioned in sub para (a) above.</p> <p>(The period of defects liability period shall be specified in the tender documents.)</p> <p>that any work has been executed with unsound, imperfect or unskillful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract....."</p>

DGL Col. [Signature]
22/12/19
AFA (WORKS-II)

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION

1. **General.**

The following special conditions shall be read in conjunction with General Conditions of contract IAFW-2249, and where variation exists, the special conditions shall take precedence over the aforesaid General Conditions.

The special conditions given in succeeding paragraphs shall be read in conjunction with Schedule 'A', Technical specifications and General Conditions of Contracts IAFW-2249. In case of any discrepancy in the various provisions of the contract, the following order of precedence shall be observed:-

- (a) Description given in Schedule 'A'.
- (b) Particular/Technical specifications
- (c) Ministry of Road Transport & Highways (MoRT&H) specifications for Road & Bridge works (latest revision) published by Indian Roads Congress New Delhi.
- (d) Drawings and Sketches
- (e) Special conditions
- (f) General Conditions of Contracts.

2. **Inspection of Site.** The contractor is advised to inspect the site (s) of work by making prior appointment with the **OC 113 RCC C/o 56 APO/ Commander 50 BRTF C/o 56 APO** so as to acquaint himself with communication, conditions of access and all other cognate matters concerning the execution and completion of the work. The tenderer shall be deemed to have inspected the site and made himself familiar with various factors which may affect his quotation whether he actually inspects the site or not. No extra charges consequent on misunderstanding or otherwise will be allowed.

3. **Land for Office, etc.** The contractor shall have to make his own arrangement for land as may be required by him for housing of staff and labour and for erection of stores sheds, Office, go-downs, etc required by him for work and installation of HMP Plant etc. The contractor must ensure that the Staff, Labour, Plants, Equipments, Machines, Vehicles and Stores etc, employed or collected in connection with the work are so located that there is no hindrance to the free flow of the traffic on the highway. Suitable warning boards, light and other measures shall be provided by the contractor at his own cost, for safety of traffic.

4. **Minimum Fair Wages Payment to Laborers.**

(a) The contractor shall pay wages not less than the fair wages fixed from time to time by the State Govt. or minimum wages fixed under the minimum wages Act by Central Govt. whichever is higher. He shall have no claim whatsoever, if on account of any local regulations or otherwise he is required to pay wages in excess of the wages so fixed. However, for the calculation of escalation payment, value of L1 & L0 will be considered on minimum wages fixed under Minimum Wages Act.

(b) The contractor shall observe the Laws/Rules/Regulations of Govt. regarding the employment of labour, mode of payment of wages and cognate matter relating to the local conditions.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

- (c) In case local laborers are not available, the contractor may have to obtain written permit from appropriate authority of State Govt to import labour from outside the State.
- (d) The contractor shall ensure compliance to all the labour wages laws and benefit rules for the labour employed by him.
- (e) The contractor shall ensure obtaining labour licence from the appropriate office of the Labour Commissioner under the Contract Labour (Regulation and Abolition) Act 1970 and/or under Inter State Migrant Workmen (Labour) Act 1979.

5. **Royalties.**

(a) Reference Condition 14 of General Conditions of Contracts (IAFW-2249). No quarries on charge of department are available. The contractor shall make his own arrangements for obtaining/quarrying sand/stone & obtaining other materials required for the work. Payment of royalties of such materials is to be borne by the contractor, and his quoted rates shall be deemed to include for the same.

(b) If contractor is primary license holder of quarry/mines then he shall submit the royalty payment certificate as per specimen given hereunder, since he himself pay the royalty to concerned State department. These documents shall be sent to mining department for information and verification at their end.

Royalty payment certificate

It is certified that I/We, M/s _____ (Primary License Holder as well as contractor) having a license No. _____ issued by Forest/Mining Department, Government of _____ have supplied the following materials against **CA No. CE (P) Himank/___/___/Commander BRTF** during the period from _____ to _____.

SI No.	Material	Quantity supplied
--------	----------	-------------------

It is further certified that Royalty etc for the above quantity of materials at applicable rates have been paid by us the concerned department of the Government of _____. A copy of No demand certificate/Challan/Permit/Affidavit duly verified by the concerned department etc is enclosed herewith.

(M/s _____)
(Primary License Holder as well as contractor)

(c) If Contractor is purchasing materials from primary licence holder/secondary sources then royalty payment certificate shall not be insisted upon the contractor, since he does not pay royalty to the state Department. In such cases following documents shall be obtained:-

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

Purchase voucher (original porches vouchers shall be defaced by the Engineer-in-charge /OC under his dated signature stating "verified against CA No. _____, so as to avoid these being used again. CTC of Defaced purchase voucher shall be kept on record.)

The above documents shall be sent to mining department for information/verification at their end.

(d) Since as per condition 10(A) of IAFW-2249, the contractor has to indemnify Govt. for payment of any royalty and he is primarily responsible for paying the royalty to concerned department at any time after verification of above documents, the contractor shall pay the same to concerned State department. Undertaking to this effect shall be given by the contractor before receiving any payment.

(e) Receipt of Confirmation of verification of documents sent to mining department shall not be mandatory before making payment to contractor, unless there are statutory order/instructions in any state that verification of payment of royalty is mandatory.

(f) Dispatch details of all intimations/documents sent to concerned State Govt. Authorities shall be properly kept in records and should be readily available with the respective units of BRO.

(g) Contractor shall ensure that the supply of materials is not arranged illegally. An undertaking to this effect will be given by the contractor before payment of RAR/Final Bill.

6. **Blasting Rocks.**

(a) The contractor shall be responsible for the safe custody and storage of blasting material in accordance with the rules on the subject. Written authority of the OC shall be obtained before any blasting operations are commenced.

(b) The contractor shall ensure that the charges in blasting are not excessive and that the charged bore holes are properly protected before firing and that proper precautions are taken for the safety of men and property.

(c) Blasting in general must be avoided. In case it is unavoidable only controlled blasting may be resorted with the prior permission of the Engineer-in-Charge. The contractor shall be bound to abide by the instructions of the Officer Commanding regarding the necessity of blasting and the type, number size and pattern of holes to be drilled and also the type, amount and method of firing of explosive to be used. The OC shall reserve the right to restrict the number of charge to be fired at a time so that the hillside is not adversely affected. The contractor shall fire the charges only at such time as approved by the OC and shall have no claim, whatsoever, on account of any delay and extra cost due to carrying out the instructions of the OC and/or taking the safety precautions directed by him.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

7. Movement of Contractor's Vehicles.

7.1 Existing bridges on the roads are Class 18/40/70 bridges. Contractor should not bring any heavier vehicles or plant/equipment, as such vehicles/ plants/ equipment shall not be allowed on the bridges. The Contractor's vehicles may be required to ply in conveyances as per directions given by the concerned Civil/ Military Authorities. No extra payment/ time will be admissible on this account.

7.2 In case the condition of these bridges warrant further downward load classification due to any unforeseen circumstances, the same will be done by the OC Contract whose decision shall be final and binding. In case of any such eventuality, the contractor may have to unload his heavy load carried at locations, indicated to suit the load classification indicated by the OC Contract. Any such heavy load carriage thus necessitated across such indicated bridge(s) shall have to be done by the contractor without any additional payment and no claim whatsoever on this account will be entertained.

8. Security Restrictions.

8.1 Contractor's intention is invited to Condition **IAFW-2249**. He shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand by the Engineer-in-Charge, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafide of such people.

8.2 The contractor and his workmen shall observe all the rules promulgated by the authority controlling the area in which work is to be carried out e.g. prohibition of smoking, lighting, fire precautions, search of persons on entry and exit, keeping to specified routes and restricted hours of work etc. Thorough search of all persons and transport may be conducted by the departmental authorities at the site of works at any time and any number of times for security reasons; necessary permits are to be obtained from civil authorities by the contractor, for himself, his staff and labour. Nothing shall be paid extra on this account.

8.3 Necessary assistance shall be sought by the tenderer from the Department for obtaining passes/permits to the firm or his representatives and workmen to enter the Ladakh, UT.

9. Free Access to Sites and Looking After of Works.

The contractor shall give all reasonable facilities to these department personnel for the inspection of the work being executed under this contract. He will also provide free access to the works if being executed by this department or other agencies and if such works are located near the sites covered under this contract. Responsibility of all the works will be fully completed and accordingly handed over to this department.

10. Taxes etc.

The tendered amount shall inter-alia be deemed to be inclusive of all taxes, viz Work Contract Tax, Terminal Taxes, Toll taxes, Royalty, Octroi, Sale Tax/VAT, Service Tax, GST or any other taxes and the like levies payable under the respective existing States etc. No claim on account of any taxes will be payable to contractor whatsoever except as provided in **sub Para 11** (b) here-in-after.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

11. Re-Imbursement /Re-Fund 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 GST on materials, GST on Works Contracts, Turnover Tax, Labour Welfare Cess/ Tax, Ecology and Environment cess etc), duties, Royalties, Octroi & other levies payable under the respective statutes. No re-imbursement/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 :

(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 GST 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 “taxes directly related to contract value” with the reference to prevailing rates on last due date for receipt of tenders shall be refunded by the contractor to 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 further “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.

Note:- The word Good & Service Tax (GST) in the above clause includes Central Good & Service Tax (CGST), State Good & Service Tax (SGST), Union Territory Good & Service Tax (UTGST) & Integrated Good & Service Tax (IGST) all as applicable.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

12. Security of Documents.

The contractor shall not communicate any classified information regarding works / organization either to sub-contractors or others without prior approval of Engineer-in-Charge. Any violation on this aspect will forfeit the right of the contractor to claim any amount due to the contractor whatsoever held with organization.

13. Foreign Exchange/Import Licence. No foreign and/or import license will be arranged by the department in connection with the work under this contract.

14. Contractor's Vehicles/ Plant and Equipment at Site.

(a) The Contractor shall furnish to the Engineer-in-Charge a distribution return of his plant/equipment on the work site, stating the following particulars:-

- (i) Particulars of plant/eqpt i.e., Make, Manufacture's No., Model No, if any, Registration No, if any, capacity, year of Manufacture, year of purchase etc.
- (ii) Total quantity on site of work
- (iii) Location indicating quantity at the site work

(b) For the purpose of this condition, Plants/Equipments shall include all vehicles, trucks, lorries and eqpt/plant but not the workmen's tool and/ or any manually operated tools.

(c) The Engineer-in-Charge shall record the particulars supplied by the contractor as aforesaid, in the work diary and send a return to the OC Contract for record in his office.

(d) The first return shall be submitted immediately after any plant or equipment has been brought by the contractor to the work site. Thereafter, every week changes in the return shall be furnished in the following form:

S/No	Particulars of Plants/Eqpts	Total No of site of work	Location	Remarks
------	-----------------------------	--------------------------	----------	---------

Addition since
Reduction since

(e) A complete return showing the up to date position of Plants/eqpts at site shall be submitted on 15th of every month till the works are completed and the site cleared.

(f) The contractor's attention is invited to condition 34 of General Condition of this contract according to which no tool, plant/eqpt shall be removed off the site without written approval of OC Contract.

(g) The contractor's attention is invited to Para-6.3 of prequalification criteria here-in- before. Vehicles, Equipments and plants (VEP) shall be as specified in PQC and contractor shall furnished the proof of possession of requisite VEP.

15. Blank.

16. Blank.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

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(SPECIAL CONDITION (Contd.....))

17. Blank.

18. Blank.

19. **Fossils** :

19.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the site shall be placed under the care and authority of the Employer. The contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any these findings.

19.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer-in-Charge/OC Contract, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice the Engineer-in-Charge/OC Contract describing in detail the delay sustained by him and cost measured by him for following the instructions of the Engineer-in-Charge/OC Contract in dealing with the fossils along with all supporting documents/proof, within 7 days of the occurrence. The Contractor then be certified for the following :-

(a) An extension of time for any such delay, if completion is or will be delayed due to such act in following the instructions of the Engineer-in-Charge/OC Contract.

(b) Payment of any such cost, which shall be included in the Contract Price.

19.3 After receiving this further notice, the Engineer-in-Charge/OC Contract shall examine the case with facts and figures and disagreements if any will be communicated to the contractor.

19.4 In case of any disputes, the matter shall be referred to the Accepting Officer whose decision shall be final and binding.

20. **Time and Progress Chart.**

(a) The time and progress chart to be prepared as per General Conditions of contracts shall consist of detailed net-work analysis and a time schedule. The critical path net-work will be drawn jointly by the OC Contract and the contractor soon after acceptance of the tender. The time scheduling of the activities including a net-work for all preliminary arrangements for mobilization of resources e.g. manpower, plant and machinery shall be done by the contractor so as to complete the work within the stipulated time.

(b) On completion of the time schedule a firm calendar date schedule shall be prepared and submitted by the contractor to OC Contract who will approve it after due scrutiny. The schedule will be submitted in quadruplicate within three weeks from the date of handing over the site.

(c) During the currency of the work, the contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract. During the execution of the work the contractor is expected to participate in the review and updating of the net-work undertaken by the OC Contract. These reviews may be undertaken at the discretion of the OC Contract either as periodic appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation orders or amendments. Any revision of the schedule as a result of the review shall be submitted by the contractor to the OC Contract within a week who will approve it after due scrutiny.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

(SPECIAL CONDITION (Contd.....))

The contractor will adhere to the revised schedule thereafter. In case of the contractor agreeing to the revised schedule the same will be referred to the accepting officer whose decision will be final, conclusive and binding. OC's approval to the revised schedule resulting in a completion date beyond the stipulated date(s) of completion shall not automatically amount to grant of extension of time. Extension of time shall be considered and decided by the appropriate authority mentioned in condition 11 of General Conditions of contract and separately regulated.

(d) The contractor is expected to mobilize and employ sufficient resources to achieve the detailed time schedule within the broad frame-work of the accepted methods of work and safety.

(e) No additional payments will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the department.

21. Permit from Local Authorities for Plying Vehicles.

Contractor shall make his own arrangements for obtaining necessary permit from local authorities for plying his vehicles for the work in accordance with the rules and regulations of the land.

22. Electricity & Water Supply. No electricity or water will be supplied by the department. The contractor shall make his own arrangement for execution of the work.

23. Rate Quoted.

(a) Unit rates shall be deemed to include the provisions for all materials, stores, labour, process, operations and requirements detailed in technical specifications irrespective of whether these appear as specific items or not in the Schedule 'A'/BoQ

(b) The rate quoted shall also include transportation of materials required for completing the work including loading/unloading charges.

24. Appointment of Arbitrator.

All disputes, between the parties to the Contract (other than those for which the decision of the CE or any other person by the Contract expressed to be final and binding) shall, after written notice by either party to the Contract to the other of them, be referred to the Sole Arbitrator to be appointed by DGBR and Arbitration and Conciliation Act 1996 (Amended 2019 and thereafter) will be followed.

25. Appointment of Arbitrator (Applicable only for Contract Agreement to be Executed Between BRO and Govt. of India undertaking/enterprises.

In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. In the event of any such dispute or differences relating to the interpretation and application of the provisions of contracts where such resolution is not possible then the un-resolved dispute or differences shall be referred by either party to the Arbitration of one of the Arbitrators in the department of Public Enterprises to be

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

nominated by the Secretary to the Government of India In charge of the Bureau of Public Enterprises and in such case the Arbitration and Conciliation Act shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon both the parties to the dispute. Provided, however, any party, aggrieved by such award, may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Ministry of Law and Justice, Government of India, upon such reference the dispute shall be decided, the Law Secretary or the special Secretary/additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties conclusively. The parties to the dispute will share equally; the cost of arbitration proceedings as intimated by the Arbitrator.

26. **Venue Of Arbitration.** Place of arbitration hearing shall be at **New Delhi or as decided by the Sole Arbitrator.**

27. **Measurement.**

Measurements pertaining to the work completed under this contract will be recorded and signed in the measurement book (IAFW-261) by the Junior Engineer after taking into account that the required laboratory tests have been done as per the limits stipulated and as per the frequencies laid down in the "Particular Specifications" of this contract agreement and MORTH specification for Road & Bridge works (Latest Revision) and connected documents thereof and test results are found satisfactory and proper records are maintained.

(a) The measurement recorded by the Junior Engineer shall be 100% checked and signed by the Engineer-in-Charge.

(b) 25% check will be carried out by OC Contract on each day of measurement by the Engineer-in-Charge.

(c) 5% test check will be carried out by the Commander Task Force before making payment to the contractor.

(d) The measurements should also be signed by the contractor as token of acceptance of the measurement.

(e) In case of discrepancies in arriving out work done details, the decision of the Accepting Officer will be final and binding for both the parties.

28. **Acceptance of Work Done.**

The Engineer-in-Charge shall exercise control over the quality of materials and work done by carrying out tests for the specified properties as per frequencies given in particular specifications and specification of MORTH (Ministry of Road Transports and Highways) for Roads and Bridge works (5th Revision).

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

29. RE-IMBURSEMENT/REFUND ON VARIATION IN PRICES-WAGES OF LABOUR (THIS SUPERSEDES CONDITION 63 OF IAFW-2249) (APPLICABLE ONLY IN CASE OF ORIGINAL COMPLETION PERIOD OF THE WORK IS MORE THEN 18 MONTHS)

~~Increase or decrease in prices consequent on variation in wages of labour shall be adjusted on the basis stipulated hereinafter irrespective of the actual variation in price wages of labour to the contractor :-~~

LABOUR

~~The labour component for the work under the contract as a whole shall be taken as KL of the value of the work executed under the contract. Variation in labour wages shall be worked out by adopting the following formula:-~~

$$\text{EL} = \frac{\text{KL} \times \text{Vg1}}{100} \times \frac{(\text{L1} - \text{Lo})}{\text{Lo}}$$

~~Where—~~

~~EL = Variation in wages of labour re-imbusement to be made to the contractor or refund to be made by the contractor.~~

~~KL = Constant representing the percentage cost of labour element as compared to the total value of the work under the contract as a whole. The value of KL for the work shall be 16 (Sixteen)~~

~~Vg1 = Gross value of work done at contract rates during the period of reckoning less value of work paid or payable to the contractor based on actual cost (e.g. star rate(s), work executed under prime cost sum etc) during the period of reckoning.~~

~~L1 = Minimum wages in rupees of an unskilled adult male mazdoor as fixed under Minimum Wages Act, as on the date of commencement of the period of reckoning.~~

~~Lo = As for L1 but the minimum wages as fixed under Minimum Wages Act in rupees of an unskilled adult male mazdoor as on the actual date of opening of price Bid (Part 'Q') of tender.~~

Notes:

~~1. The contract shall within reasonable time of his becoming aware of any alteration to the rate of wages of labour consequent on fixation of minimum wages under Minimum Wages Act, 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.~~

~~2. Irrespective of the variations in minimum/fair wages for any category of labour; for the purpose of adjustment under this special condition, the variation in minimum wages fixed under Minimum Wages Act, for an unskilled adult mazdoor, if any, shall only form the basis.~~

~~3. Periodicity of working out the variation in wages of labour will be three months commencing from the actual date of opening of Price Bid (Part 'Q') of tender, the last adjustment for variation in wages of labour shall, however, be done for the period up to the~~
For Accepting Officer (Signature of Contractor)

SPECIAL CONDITION (Contd.....)

~~stipulated date of completion given in the first work order, or extended date of completion. Valuation of price adjustment due to increase/decrease in minimum wages under Minimum Wages Act, for the purpose of making reimbursement /refund in RARs, will be timed in such a manner that relevant data required for quarterly calculation under this special condition is available from the RARs. The first price adjustment in respect of variation in wages of labour will be worked out for the relevant quarter during which the variation took place. For implementing this provision, the period of reckoning in such quarter will be divided into two period, i.e. the first period up to the RAR payable immediately after the date of variation and the other up to the end of the quarter. Value of L1 at the beginning of the other period shall be altered minimum wage. If there are more than one change(s) in wages in a quarter, there will be more than two periods of reckoning on similar basis. Amount payable relevant to work done for any quarter will be worked out after the minimum wages of an unskilled adult male mazdoor as fixed under Minimum Wages Act for the relevant quarter is available. Once the amount adjustable for any quarter is worked out, the same shall be adjusted in subsequent RAR as "advance on account" adjustments.~~

~~4. No adjustments in prices shall be made for any work done after the stipulated date of completion given in the first work order or extension of time granted under condition 11 of IAFW-2249 (whichever is later) for the work under this contract.~~

~~5. No adjustment, whatsoever, due to variation in wages of Labour on account of coming into force of any fresh law or statutory rule or order as provided in Condition 63 of IAFW-2249 or otherwise, than provided in this special condition shall be made. In short once this special condition is operative condition 63 of IAFW-2249 stands superseded.~~

~~6. Any dispute arising out of interpretation of application of this special condition shall be referred to the Accepting Officer whose decision shall be final and binding.~~

~~7. For purpose of calculation of retention money, liquidated damages, sales tax/service tax on works contracts, deduction of income tax at source and recovery of water charges (in case of unmetered supply) the value of contract as revised by the above price variation will be taken into account.~~

30. RE-IMBURSEMENT/REFUND ON VARIATION IN PRICES : MATERIALS & FUEL (THIS SUPERSEDES CONDITION 63 OF IAFW-2249) (APPLICABLE ONLY IN CASE OF ORIGINAL COMPLETION PERIOD OF THE WORK IS MORE THAN 18 MONTHS)

~~Increase or decrease in prices of materials and fuel shall be adjusted on the basis stipulated hereinafter irrespective of the actual variation in prices (to the contractor) :-~~

~~(a) MATERIAL :~~

~~(i) For cement~~

~~The cement cost component including the cost of cement issued under Schedule 'B' in accordance with condition 10 (B) of IAFW-2249, for the contract as a whole shall be taken as KC % of the value of works executed under the contract, value of KC is given herein below :-~~

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

$$Emc = \frac{(Vmc2 - Vmc1) \times (C1 - Co)}{Co}$$

$$Vmc = \frac{(Kc \times VG)}{100} + (Vsc - VBC)$$

Where :-

~~Emc = Variation in price of Cement to be adjusted.~~

~~Kc = Constant representing the percentage cost of cement, including Schedule 'B' Cement, as compared to the total value of work under the contract as a whole. The value of KG for this work shall be **10 (Ten)**.~~

~~VG = Gross value of work done at contract rates upto the last date of the period of reckoning.~~

~~Vsc = Value of all cement lying at the site for incorporation in the work including cement issued under Schedule 'B' and including cement brought and paid or payable to contractor under Prime Cost Sum and or Star Rate(s).~~

~~VBC = Value of all cement (out of VG and VSC) issued under Schedule 'B' plus value of all Cement brought and paid or Payable to contractor under Prime Cost Sum and/or Star Rate(s).~~

~~C1 = Whole sale Price index for grey cement (Base 2011-12 =100) published by the economic Advisor to the Govt. of India, as on date of commencement of the period of reckoning. In case the original contract period is extended under condition 11 of IAFW-2249, the price index as applicable on the date of commencement of last period of reckoning before the original completion date shall only be applicable during the extended period.~~

~~Co = As for C1 but the index as on the actual date of opening of Price Bid (Part 'Q') of tender.~~

~~Vmc2 = Value of Cement upto the last date of the period of reckoning for which price variation is adjustable as worked out as per formula for VMC.~~

~~Vmc1 = do but as on date of immediate preceding period of reckoning.~~

~~(ii) **For steel:-**~~

~~The Steel cost component including the cost of Steel issued under Schedule 'B' in accordance with condition 10 (B) of IAFW-2249, for the contract as a whole shall be taken as KS % of the value of works executed under the contract, value of KS is given herein below :-~~

$$Ems = \frac{(Vms2 - Vms1) \times (S1 - So)}{So}$$

$$Vms = \frac{(Ksx VG)}{100} + (Vss - VBS)$$

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

Where :-

~~ms = Variation in price of Steel to be adjusted.~~

~~Ks = Constant representing the percentage cost of steel, including Schedule 'B' Steel, as compared to the total value of work under the contract as a whole. The value of KS for this work shall be **50 (fifty)**.~~

~~VG = Gross value of work done at contract rates upto the last date of the period of reckoning.~~

~~Vss = Value of all steel lying at the site for incorporation in the work including Steel issued under Schedule 'B' and including steel brought and paid or payable to contractor under Prime Cost Sum and or Star Rate(s).~~

~~VBS = Value of all Steel (out of VG and VSS) issued under Schedule 'B' plus value of all Steel brought and paid or Payable to contractor under Prime Cost Sum and/or Star Rate(s).~~

~~S1 = Whole sale Price index for Steel long (Base 2004-05=100) published by the economic Advisor to the Govt. of India, as on date of commencement of the period of reckoning. In case the original contract period is extended under condition 11 of IAFW-2249, the price index as applicable on the date of commencement of last period of reckoning before the original completion date shall only be applicable during the extended period.~~

~~So = As for S1 but the index as on the actual date of opening of Price Bid (Part 'Q') of tender.~~

~~Vms2 = Value of Steel upto the last date of the period of reckoning for which price variation is adjustable as worked out as per formula for VMC.~~

~~Vms1 = do but as on date of immediate preceding period of reckoning.~~

~~(iii) **Other Materials (Materials except cement, steel and Bitumen)** : The "other materials" cost component including the cost of "other materials" issued under Schedule 'B' in accordance with condition 10 (B) of IAFW-2249, for the contract as a whole shall be taken as KM % of the value of works executed under the contract, value of KM is given herein below :-~~

$$\frac{Em}{Wo} = \frac{(Vm2 - Vm1) \times (W1 - Wo)}{Wo}$$

$$Vm = \frac{(KM \times VG) + (Vs - VB)}{100}$$

Where :-

~~Em = Variation in price of "other materials" to be adjusted.~~

~~Km = Constant representing the percentage cost of "other materials", including Schedule 'B' "other materials", as compared to the total value of work under the contract as a whole. The value of KM for this work shall be **06 (Six)**.~~

~~VG = Gross value of work done at contract rates up to the last date of the period of reckoning.~~

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

~~Vs = Value of all "other materials" lying at the site for incorporation in the work including "other materials" issued under Schedule 'B' and including "other materials" brought and paid or payable to contractor under Prime Cost Sum and or Star Rate(s).~~

~~VB = Value of all "other materials" (out of VG and VS) issued under Schedule 'B' plus value of all "other materials" brought and paid or Payable to contractor under Prime Cost Sum and/or Star Rate(s).~~

~~W1 = Whole sale Price index for all commodities (Base 2011-12 =100) published by the economic Advisor to the Govt of India, as on date of commencement of the period of reckoning. In case the original contract period is extended under condition-11 of IAFW-2249, the price index as applicable on the date of commencement of last period of reckoning before the original completion date shall only be applicable during the extended period.~~

~~Wo = As for W1 but the index as on the actual date of opening of Price Bid (Part 'Q') of tender.~~

~~Vm2 = Value of "other materials" up to the last date of the period of reckoning for which price variation is adjustable as worked out as per formula for VM.~~

~~Vm1 = do but as on date of immediate preceding period of reckoning.~~

~~W1 = Whole sale Price index for all commodities (Base 2004-05) published by the economic Advisor to the Govt. of India, as on date of commencement of the period of reckoning. In case the original contract period is extended under condition-11 of IAFW-2249, the price index as applicable on the date of commencement of last period of reckoning before the original completion date shall only be applicable during the extended period.~~

~~Wo= As for W1 but the index as on the actual date of opening of Price Bid (Part 'Q') of tender.~~

~~Vm2= Value of materials up to the last date of the period of reckoning for which price variation is adjustable as worked out as per formula for VM.~~

~~Vm1= do But as on date of immediate preceding period of reckoning.~~

~~(b) **FUEL** : Fuel cost component for the contract as a whole shall be taken as KP% of the value of work executed under the contract. Value of KP given herein below :-~~

$$\text{Ep} = \frac{\text{Kp} \times \text{VG1}}{100} \times \frac{(\text{F1} - \text{Fo})}{\text{Fo}}$$

~~Where :-~~

~~Ep = Variation in price of fuel to be adjusted.~~

~~Kp = Constant representing the percentage of cost of fuel as compared to the total value of work under the contract as a whole. The value of KP for this work shall be **03 (Three)**.~~

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SPECIAL CONDITION (Contd.....)

~~VG1= Gross value of work done during the period of reckoning, using value of Vg for calculating VM1 and VM2 under (a) above.~~

~~F1 = Whole sale price index for sub group for fuel & Power (base 2011-12 = 100) published by Economic Adviser to Government of India as on the date of commencement of the period of reckoning.~~

~~Fo = As for F1 but the index as on the actual date of opening of Price Bid (Part 'Q') of tender.~~

NOTES :-

~~(a) — No adjustments, whatsoever, due to variation in prices of materials and fuel on account of coming into force of any fresh law or statutory rule or order as provided in condition 63 of IAFW-2249 or otherwise than provided in this condition shall made. In short, once this special condition is operative condition 63 of IAFW-2249 stands superseded.~~

~~(b) — No adjustment in prices shall be made for any work done with materials brought at site after the stipulated date of completion given in work order No. 1 or extension of time granted under condition 11 of IAFW-2249 (whichever is later) for the work under the contract.~~

~~(c) — Periodicity of working out the variations will be at three months commencing from the actual date of opening of price Bid (Part 'Q') of the tender. The last calculation shall however be done for the value of work at contract rates and materials lying at site for incorporation in the work as on date of completion or extension thereof as mentioned in Note 2 above. Valuation of RARs is to be timed in such a manner that relevant data required for quarterly calculation under this condition is available from RARs. Amount payable relevant to work done and materials collected in any quarter will be worked out after final wholesale price indices for the relevant quarter are available. Once the amount adjustable for any quarter is worked out the same shall be adjusted as and along with advance on account payment under condition 64 of IAFW-2249 in the subsequent RAR (s).~~

~~(d) — Any dispute arising out of interpretation of application of this special condition shall be referred to the Accepting Officer whose decision shall be final and binding.~~

~~(e) — For purpose of calculation of retention money, liquidated damages, sales tax/service tax on works contracts, deduction of income tax at source and recovery of water charges (in case of unmetered supply) the value of contract as revised by the above price variation will be taken into account.~~

31. Record/Consumption of Major Constr Stores/Materials.

- (a) (i) For the purpose of keeping a record of Major Constr Stores like Steel, Cement, Bitumen, Bitumen Emulsion and LDO consumed in works, the contractor shall maintain a pucca bound register in the form approved by the Engineer-in-Charge/OC Contract showing daily quantity used in works. The register shall be signed daily by the contractor's representative and the Engineer-in-Charge/OC Contract in token of their verification of its correctness. The check will not, however, absolve the contractor of his responsibility to justify the consumption of bitumen, Bitumen emulsion and LDO at the time of finalization of his work.

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SPECIAL CONDITION (Contd.....)

(ii) The register shall be kept at site in the safe custody of the contractor during progress of the work and shall, on demand, be produced for verification of inspecting officers.

(b) (i) The quantity of materials such as paints, water proofing compound and the like, as directed by the Engineer-in-Charge (the quantity of which cannot be checked after incorporation in the works, shall be recorded in measurement books and signed by the contractor and the Engineer-in-Charge as a check to ensure that the required quantity has been brought to site for incorporation in the work.

(ii) Materials brought to site shall be stored as directed by the Engineer-in-charge in Measurement Book and shall be suitably marked for identification.

(iii) The contractor shall, on demand produce the OC original receipted vouchers in respect of the supplies. Vouchers so produced shall be verified and stamped by Engineer-in-Charge indicating contract number. The contractor shall ensure that the materials are brought to site in original sealed containers/ packing, bearing manufacturer's marking except in the case of the requirement of materials being less than smallest packing.

(iv) Contractor shall produce original vouchers from the manufactures and/or their authorized agents for the full quantity of the following materials, as applicable as a prerequisite before submitting for payment for any advances on account of the work done and/or materials collected in accordance with condition 64 of General Condition of Contracts IAFW-2249.

- (a) Cement.
- (b) Steel Items.
- (c) Bitumen.
- (d) Paint.
- (e) LDO.

32. **Payment.** Payment to the parties will be made in INR in the following manner:-

(a) No advance payment will be made to the contractor against any material if not properly safeguarded against loss/damage due to natural calamities/theft. **Condition 64 of IAFW-2249** shall be deemed amended to this extent.

(b) No payment shall be made for any rejected work.

(c) Taxes (Income tax, Service tax/Sales tax/VAT, GST on works contracts, Labour cess etc) shall be deducted at source from the payment due to contractors as per prevailing laws/statutory orders and TDS certificate shall be issued to the contractor.

(d) All payments will be made by e-payment/account payee cheque.

For Accepting Officer

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SPECIAL CONDITION (Contd.....)

33. Co-Operation with Other Agencies.

The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the Govt to carry out their part of the work, if any, under separate arrangements.

34. - Blank -

35. Field Laboratory. To maintain proper quality control at site, contractor to establish an adequately equipped Field Laboratory without any extra cost. The following minimum testing equipments shall be provided in field laboratory:-

- (a) Marshal Stability Test Apparatus with complete set and required Nos of moulds.
- (b) Electric oven.
- (c) Bitumen Extractor (Centrifuge type) with sufficient Bengine.
- (d) Digital and Mercury Thermometer sufficient Nos.
- (e) Sieves for gradation testing.
- (f) Equipment for density test.

36. Traffic Movement. The contractor shall ensure that no hindrance to traffic movement shall occur during construction. However, if the traffic movements disrupt due to land slide or any other un-foreseen reason, then contractor shall make all efforts to restore traffic movement within time as directed by the Commander. If contractor is unable or unwilling to restore traffic movement, Engineer-in-Charge may take action as per **Condition 8 of IAFW-2249**. Contractor shall immediately intimate regarding closure of the road to Engineer-in-charge and local administrative authorities.

37. Defects Liability Period (Refer condition 46 of IAFW 2249):- Defect liability period shall be **thirty six calendar month** irrespective of what is specified in Condition 46 of IAFW 2249. Performance Guarantee of 5% of contract sum as submitted in terms of condition 19 of IAFW-2249 shall be retained till expiry of defect liability period and shall be refunded to the contractor after the expiration of defect liability period provided always that the contractor shall first have been paid the final bill and have rendered a no-demand certificate (IAFA-451) in terms of condition 68 of IAFW 2249.

38. Jurisdiction of Courts- The Courts of the place from where the acceptance of the tender has been issued or the place where the work is executed/under execution shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract.

39. Site for execution of work shall be handed over on the date of commencement of the work as indicated in the Work Order No. 01. In case it is not possible for the department to hand over the entire site on the date of commencement and certain portion of the site is handed over in stretches of not less than 03 Km then contractor shall make his planning /deployment of resources accordingly and no claims of whatsoever nature on this account shall be entertained.

For Accepting Officer

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SPECIAL CONDITION (Contd.....)

40. Bitumen shall be purchased by contractor under his own arrangement from Govt agencies/ PSUs, like IOCL/HPCL/BPCL etc and Cement shall be of the brands ACC/ Ultratech/ Dalmia/ Century/ Saurashtra/ Ramco/ Mangalam/ Birla/ Orient/ Nuvoco/ Shree/JK Cement/ JK Lakshmi/ Jaypee/ Ambuja/ Sartaj/ Parasakti/ Maha Cement/ Chetnad Cement/ Sanghi/ Wonder Cement/ Brite Sakthi/ Barak Valley/ Prism/ Star Cement/ Binani/ Sidhee/ Brands of India Cement Ltd. Contractor shall be required to submit the challans/vouchers for Bitumen, Emulsion and Cement as a proof for purchase of the items along with bills.

41. **Deleted**

42 CONCILIATION:- Applicable for Contracts of Value less than Rs. 10 Crore.

42.1 Conciliation shall be conducted as laid down u/s 61 to 81 of Arbitration and Conciliation Act 1996 (Part-III) unless specified otherwise here-in-after.

42.1.1 The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein:-

- (a) disputes relating to levy of compensation for delay in completion, actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.
- (d) Disputes relating to non return of Schedule 'B' stores over-issued to contractor.
- (e) Disputes relating to assessment of loss/damages occurred in executed work only (and not for contractor's &V/E/P) due to natural calamities.
- (f) Any other disputes having fair chances of being resolved by conciliation and considered fit to be conciliation by the parties.

42.2 Commencement of conciliation proceedings:-

42.2.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute.

42.2.2 Conciliation proceeding shall commence when the other party accepts in writing the invitation to conciliate.

42.3 Number of Conciliators

42.3.1 There shall be a sole conciliator.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

42.4 APPOINTMENT OF CONCILIATOR

42.4.1 All disputes brought out in Para 1.1.1 (a) to (f) above shall be referred to the Sole Conciliator viz Serving Officer not below the rank of Superintending Engineer having degree in Engineering or equivalent to be appointed by the concerned ADGBR or in his absence the Officer Officiating as ADGBR specifically delegated by the ADGBR in writing.

42.5 STATUS OF EFFECT OF SETTLEMENT AGREEMENT

37.5.1 The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

43. Dispute Resolution Board (DRB)

Dispute Resolution Board (DRB) (Applicable for Contracts of value more than Rs. 10 Crores)

a) During execution of this works or after completion or after determination /cancellation / termination of the contract all disputes between the parties to contract arising out of the contract (except those for which decision of Accepting officer or any other officer is expressed to be final and binding), including any disagreement by either party with any action, inaction, opinion, instruction, certificate or valuation by the Accepting Officer or his nominee, the matter in dispute shall, in the first place be referred to the Dispute Resolution Board (DRB). In case of disagreement with the decision of such DRB, any party may invoke arbitration clause.

b) The Constitution of the DRB shall be a three member body as under:-

(i) Chairman: DDG of the concerned ADGBR. Where DDG is not posted in the ADGBR, any other senior level Col/Director posted in ADGBR shall be nominated by ADGBR at his sole discretion.

(ii) Member 1 }
(iii) Member 2 } Col/Director rank Officers of ADGBR or any other CE (Project)
be nominated by ADGBR.

c) The name of Chairman and members shall be notified by the Accepting Officer within one month of the date of acceptance of Contract.

d) Once the DRB is constituted the members and Chairman shall disclose in writing their neutrality and impartiality about any personal interest in the work.

e) The dispute shall be referred to the Chairman of the DRB by the concerned party after giving notice to the other party for invoking this clause.

f) The DRB shall decide the dispute in accordance with the terms of the Contract, principle of the natural justice, equity and fair play.

g) The DRB may fix oral hearing at a place, date and time as decided by the Chairman.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

- h) The requisite administrative support to the DRB shall be provided by the Accepting Officer.
- i) All the contract documents pertaining to the case shall be provided by the Accepting Officer for reference by the DRB.
- j) DRB shall give its decision on the disputes within three months of notice from any party invoking the DRB clause. This period can be extended by one month with the consent of the parties.
- k) All the decisions given by the DRB shall be by majority and such decision shall be communicated in writing by Chairman to the parties.
- l) If the decision of the DRB is not to the satisfaction of either party or if the DRB fails to give decision within the laid down time either party shall indicate his reservations on the decision to Accepting Officer within 30 days of such decision and refer that dispute for arbitration.
- m) It shall be mandatory for the party invoking arbitration on any particular dispute to have first exhausted the remedy provided under the DRB clause for that particular dispute.
- n) The mandate of the DRB shall terminate on completion of one year from date of completion / determination / cancellation / termination of the contract.
- o) If any member or Chairman of the DRB is unable to function due to any reason whatsoever, or he resigns his appointment, concerned ADGBR shall fill the vacancy so caused within 15 days of happening of such vacancy.
- p) Any dispute referred to the DRB and having been decided by the DRB and not objected to by either party within 30 days shall attain finality and shall not be referable to arbitration.
- q) Accepting Officer shall ensure implementation of the decisions of the DRB which attain finality, i.e. except those which are objected by him or by contractor within 30 days as per Para 12 above.
- r) Findings and decision of DRB shall be admissible as evidence, to the extent permissible as per law, in the subsequent Arbitration and / or litigation.
- s) DRB Chairman / member shall not in any case, be liable to be called as witness or to produce any evidence in any Arbitration or departmental proceedings of any kind.
- t) During execution of work the disputes may be referred to the DRB as per the requirement of each party after having exhausted the decision making process provided in the contracts. In case of completion of work or after determination / cancellation / termination of the contract all the disputes including payment / non – payment / delay in final bill shall be simultaneously referred to the DRB within six month of completion / determination / termination of contract.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SPECIAL CONDITION (Contd.....)

u) The department case before the DRB shall be presented by Accepting Officer himself and / or Dir (Contract) of CE Project assisted by Force Commander and SW, OC RCC/BCC and any other officer and legal counsel nominated by Accepting Officer. The Contractor may present his case himself and / or by his nominated reps & authorized legal / technical counsel.

44. Deviation limit as per Condition 7 of IAFW 2249 shall be not more than 10%.

45. Planning and Designing in Purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard, maps with respect to earthquakes, winds and floods for district – wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi – hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, building and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their websites www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi- hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic Zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity : 55,50,47,44,39 &33)
- iii) Area liable to floods and probable max surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS

1. **SCOPE OF WORK:** The work shall consist “ **PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH**” (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)” as mentioned in Schedule ‘A’ in accordance with the requirement of specifications as given in succeeding paras and as directed by Engineer-In-Charge

All materials are to be used, all methods adopted and all works performed shall be strictly in accordance with the requirements of the specifications mentioned herein.

Prime Coat.

2.1 Scope.

~~———— This work shall consist of the application of a single coat of low viscosity liquid bituminous material over the prepared WMM surface as per Clause 502 of MORT&H Specifications for Road and Bridge Works (Fifth Revision). The work shall be carried out on previously prepared surface.~~

2.2 Materials.

~~———— The primer shall be **cationic bitumen emulsion** conforming to IS: 8887. Min quantity of bitumen emulsion shall be 7.5 Kg per 10 Sqm.~~

2.3 Weather And Seasonal Limitations.

~~———— Primer shall not be applied during a dust storm or when the weather is foggy, rain or windy or when the temperature in the shade is less than 10 degree C. Surface which are to receive emulsion primer should be damp, but no free or standing water shall be present. Surface can be just wet by very light sprinkling of water.~~

2.4 Construction.

2.4.1 Equipment.

~~———— The primer shall be applied by a self propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures. Hand spraying shall not be allowed except in small areas, inaccessible to the distributor, or in narrow strips where primer shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.~~

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS (CONTD.....)

2.4.2 Preparation of Road Surface.

~~———— The granular surface (compacted WMM surface) to be primed shall be swept clean by power brooms or mechanical sweepers and made free from dust by Air Compressor. All loose material and other foreign material shall be removed completely.~~

2.4.3 Application of Primer.

~~———— After preparation of the road surface, the primer shall be sprayed uniformly at the specified rate. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.~~

~~No heating or dilution of SS1 bitumen emulsion shall be permitted at site.~~

2.4.4 Curing of Primer and Opening to Traffic.

~~———— A primed surface shall be allowed to cure for at least 24 hours or such other higher period as is found to be necessary to allow all the moisture/volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall first be blotted with a light application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course.~~

2.5 Quality Control of Work.

~~———— For control of the quality of materials and the works carried out, the relevant provisions of Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

2.6 Arrangements For Traffic.

~~———— During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

2.7 Measurement For Payment.

~~———— Prime coat shall be measured in terms of surface area of application in square meters.~~

3. Tack Coat.

3.1 Scope.

The work shall consist of application of a coat of low viscosity liquid bituminous material to existing bituminous surface or primed granular surface preparatory to the superimposition of a bituminous mix as per Section 503 of MORT&H Specifications for Road and Bridge Works (5th Revision).

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS (CONTD.....)

3.2 Materials.

The binder used for tack coat shall be **cationic bitumen emulsion** complying with IS:8887 as per Clause 503.2 of MORT&H Specifications for Road and Bridge Works (5th Revision).

3.3 Weather And Seasonal Limitations. Bituminous material shall not be applied during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10°C. Where the tack coat consists of emulsion, the surface shall be slightly damp, but not wet.

3.4 Construction.

3.4.1 Equipment.

The tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying shall not be permitted except in small areas, inaccessible to the distributor, or in narrow strips, shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

3.4.2 Preparation of Base.

The surface on which the tack coat is to be applied shall be clean and free from dust, dirt and any extraneous material. Immediately before the application of the tack coat, the surface shall be swept clean with a mechanical broom, and high-pressure air jet, or other means as directed by the Engineer.

3.4.3 Application of Tack Coat.

The application of tack coat shall be at the rate of 2.5 Kg per 10 Sqm and it shall be applied uniformly. The method of application of tack coat will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar, and speed or forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

3.4.4 Curing of Tack Coat.

The tack coat shall be left to cure until all the volatiles have evaporated before any subsequent construction is started. No plant or vehicles shall be allowed on the tack coat other than those essential for construction.

3.4.5 Quality Control of Work.

For control of the quality of materials and the works carried out, the relevant provisions of Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS (CONTD.....)

3.4.6 Arrangements for Traffic.

During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT&H Specifications for Road and Bridge Works (5th Revision).

3.4.7 Measurement for Payment.

Tack coat shall be measured in terms of surface area of application in square meters.

~~4. **WET MIX MACADAM:** The work shall consist of construction in double layer of 100 mm Wet Mix Macadam on a previously prepared GSB surface, conforming to Section 406 of MORT&H Specifications for Road & Bridge Works (5th Revision).~~

~~4.1 **MATERIALS**~~

~~4.1.1 **AGGREGATES PHYSICAL REQUIREMENTS:** The coarse aggregate shall be crushed stone. If crushed gravel/shingle is used, not less than 90 per cent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements set forth in Table 400-12 below.~~

TABLE 400-12. PHYSICAL REQUIREMENTS OF COARSE AGGREGATES FOR WET MIX MACADAM FOR SUB-BASE/BASE COURSES

Test	Test Method	Requirements
1. * Los Angeles Abrasion Value or Aggregate Impact value *Aggregate Impact value	IS : 2386 (Part-4) IS : 2386 (Part-4) Or IS: 5640	40 per cent (Max.) 30 per cent (Max)
2. Combined Flakiness and Elongation indices (Total)	IS : 2386 (Part-1)	35 per cent (Max)**

* Aggregate may satisfy requirements of either one of the two tests.

** To determine this combined proportion, the flaky stone from a representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample. Only the elongated particles be separated out from the remaining (non-flaky) stone metal. Elongation index is weight of elongated particles divided by total non-flaky particles. The value of flakiness index and elongation index so found are added up.

~~4.1.2 **GRADING REQUIREMENTS**~~

~~The aggregates shall conform to the grading given in table 400-13 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

TABLE 400-13: GRADING REQUIREMENTS OF AGGREGATES FOR WET MIX MACADAM (MORT&H SPECIFICATIONS FOR ROAD AND BRIDGE (FIFTH REVISION):

IS Sieve Designation (mm)	Percent by weight passing the IS sieve
53.00 mm	100

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS (CONTD...)

IS Sieve Designation (mm)	Percent by weight passing the IS sieve
45.00 mm	95-100
26.50 mm	-
22.40 mm	60-80
11.20 mm	40-60
4.75 mm	25-40
2.36 mm	15-30
600.00 micron	8-22
75.00 micron	0-5

Material finer than 425 micron shall have Plasticity Index (PI) not exceeding 6.
~~The final gradation approved within these limits shall be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa.~~

4.2 CONSTRUCTION OPERATIONS

~~4.2.1 PREPARATION OF BASE:~~ Clause 404.3.1. of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

~~4.2.2 PROVISION OF LATERAL CONFINEMENT OF AGGREGATES :~~ While constructing wet mix macadam, arrangement shall be made for the lateral confinement of wet mix. This shall be done by laying materials in adjoining shoulders along with that of wet mix macadam layers.

~~4.2.3 PREPARATION OF MIX:~~ Wet Mix Macadam shall be prepared in an approved WMM mixing plant of suitable capacity having provision for controlled addition of water and forced/positive mixing arrangement like pug mill. The plant shall have following features.

- ~~(i) For feeding aggregates three/four bin feeders with variable speed motor.~~
- ~~(ii) Vibrating screen for removal of oversize aggregates.~~
- ~~(iii) Conveyor Belt.~~
- ~~(iv) Controlled system for addition of water.~~
- ~~(v) Forced/positive mixing arrangement like pug mill or pan type mixer.~~
- ~~(vi) Centralized control panel for sequential operation of various devices and precise process control.~~
- ~~(vii) Safety devices.~~

~~Optimum moisture for mixing shall be determined in accordance with IS:2720 (Part-8) after replacing the aggregate fraction retained on 22.4 mm sieve with material of 4.75 mm to 22.4 mm size. While adding water, due allowance should be made for evaporation losses. However, at the time of compaction, water in the wet mix should not vary from the optimum value by more than agreed limits. The mixed material should be uniformly wet and no segregation should be permitted.~~

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

PARTICULAR SPECIFICATIONS (CONTD...)

~~4.2.4 **SPREADING OF MIX** : Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared sub-grade/sub-base/base in required quantities. In no case should these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.~~

~~The mix may be spread by a paver finisher with sensor.~~

~~———— The Paver finisher with sensor shall be self-propelled of adequate capacity with following features:~~

- ~~(i) Loading hoppers and suitable distribution mechanism so as to provide a smooth uninterrupted material flow for different layer thickness from the tipper to the screed.~~
- ~~(ii) Hydraulically operated telescopic screed for paving width upto to 8.5m and fixed screed beyond this. The screed shall have tamping and vibrating arrangement for initial compaction of the layer.~~
- ~~(iii) Automatic leveling control system with electronic sensing device to maintain mat thickness and cross slope of mat during laying procedure.~~

~~The surface of the aggregate shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregate as may be required. The layer may be tested by depth blocks during construction. No segregation of larger and fine particles should be allowed. The aggregates as spread should be of uniform gradation with no pockets of fine materials.~~

4.2.5 COMPACTION :

~~After the mix has been laid to the required thickness, grade and cross fall/camber the same shall be uniformly compacted, to the full depth with suitable roller. If the thickness of single compacted layer does not exceed 100 mm, a smooth wheel roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm, the compaction shall be done with the help of vibratory roller of minimum static weight of 80 to 10 kN with an arrangement for adjusting the frequency and amplitude. An appropriate frequency and amplitude may be selected. The speed of the roller shall not exceed 5 Km/h~~

~~In portions having unidirectional cross fall/ super elevation, rolling shall commence from the lower edge and progress gradually towards the upper edge. Thereafter, roller should progress parallel to the center line of the road, uniformly over-lapping each preceding track by at least one third width until the entire surface has been rolled. Alternate trips of the roller shall be terminated in stops at least 1 m away from any preceding stop.~~

~~In portions in camber, rolling should begin at the edge with the roller running forward and backward until the edges have been firmly compacted. The roller shall then progress gradually towards the center parallel to the center line of the road uniformly overlapping each of the preceding track by at least one-third width until the entire surface has been rolled.~~

~~———— Any displacement occurring as a result of reversing of the direction of a roller or from any other cause shall be corrected at once as specified and/or removed and made good.~~

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~~Along forms, kerbs, walls or other places not accessible to the roller, the mixture shall be thoroughly compacted with mechanical tampers or a plate compactor. Skin patching of an area without scarifying the surface to permit proper bonding of the added material shall not be permitted.~~

~~Rolling should not be done when the sub-grade is soft or yielding or when it causes a wave-like motion in the sub-base/base course or sub-grade. If irregularities develop during rolling which exceed 12 mm when tested with a 3 m straight edge, the surface should be loosened and premixed material added or removed as required before rolling again so as to achieve a uniform surface conforming to the desired grade and cross fall. In no case should the use of unmixed material be permitted to make up the depressions.~~

~~Rolling shall be continued till the density achieved is at least 98 per cent of the maximum dry density for the material as determined by the method outlined in IS :2720 (Part-8).~~

~~After completion, the surface of any finished layer shall be well closed, free from movement under compaction equipment or any compaction planes, ridges, cracks and loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of the layer and recomputed.~~

4.2.6 SETTING AND DRYING :

~~After final compaction of wet mix macadam course, the road shall be allowed to dry for 24 hours.~~

4.3 OPENING OF TRAFFIC :

~~Minimum lay should be maintained between WMM and DBM layers. DBM should be laid as soon as the WMM layer is conducive for receiving the Bituminous pavement. Any damage to the WMM surface will be made good by the contractor.~~

4.4 SURFACE FINISH AND QUALITY CONTROL OF WORK

~~4.4.1 **Surface Evenness:** the surface finish of construction shall conform to the requirements of Section 902 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

~~4.4.2 **Quality Control:** Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

~~4.5 **RECTIFICATION OF SURFACE IRREGULARITY:** shall be carried out as per Clause 406.6 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

~~4.6 **ARRANGEMENT FOR TRAFFIC:** During the period of construction, arrangements for traffic shall be done as per Clause 112 of MORT&H Specifications for Road and Bridge Works (5th Revision).~~

~~4.7 **MEASUREMENTS FOR PAYMENT:** Wet mix macadam shall be measured as finished work in position in Cubic meters of specified thickness.~~

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5 Dense Bituminous Macadam.

5.1 Scope.

This work shall consist of construction in a single course having 75 mm thickness of compacted crushed aggregates premixed with a bituminous binder on a previously prepared base as per Section 505 of MORT&H Specifications for Road and Bridge Works (5th Revision).

5.2 Materials.

5.2.1 Bitumen.

The Bitumen shall be viscosity graded **bitumen 80/100 or VG 10** complying with Indian Standard Specification for paving bitumen, IS:73.

5.2.2 Coarse Aggregates.

The coarse aggregate shall consist of crushed rock, crushed gravel or other hard material retained on 2.36 mm sieve. It shall be clean, hard, durable and cubical shape, free from dust and soft organic and other deleterious substances. The aggregate shall satisfy the physical requirements specified in Table 500-08 of MORT&H Specifications for Road and Bridge Works (5th Revision).

Where crushed gravel is proposed for use as aggregate, not less than 90 percent by weight of the crushed material retained on 4.75 mm sieve shall have at least two fractured faces resulting from crushing operation.

Table 500-8: Physical Requirements for Coarse Aggregate for Dense Bituminous Macadam

Property	Test	Requirement	Test method
Cleanliness	Grain size analysis	Max 5% passing 0.075 micron	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices	Max 35%	IS :2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 35% Max 27%	IS:2386 Part IV
Durability	Soundness (Sodium or Magnesium Sulphate Magnesium Sulphate)	Max 12% Max 18%	IS:2386 Part V
Water absorption	Water absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate	Min. Retained Coating 95%	IS:6241
Water sensitivity	Retained Tensile strength *	Min 80%	AASHTO 283

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* If the minimum retained tensile strength falls below 80 percent, use of anti stripping agent is recommended to meet the minimum requirements.

5.2.3 Fine Aggregates.

Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of two, passing 2.36 mm sieve and retained on 75 micron sieve. It shall be clean, hard, durable, free from dust and soft organic and other deleterious substances. Natural sand shall not be used in the binder course. The Plasticity index of the fraction passing the 0.425 mm sieve shall not exceed 4, when tested in accordance with IS:2720 (Part 5).

5.2.4 Filler.

Filler shall be generally as specified in Clause 505.2.4. of MORT&H specifications for Road and Bridges works(5th revision). Filler shall consist of finely divided mineral matter such as Rock dust, Hydrated Lime or Cement. Filler shall be graded within the limit indicated in Table 500-9. The filler shall be free from organic impurities and have a Plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. Where the aggregates fails to meet the requirements of the water sensitivity test in Table 500-8 (MORTH Specifications 5th revision). then 2 per cent by total weight of aggregate, of hydrated lime shall be used and percentage of fine aggregate reduced accordingly.

5.2.5 Aggregate Grading and Binder Content.

The combined grading of the coarse aggregates and fine aggregates, when tested in accordance with IS:2386 Part I (wet sieving method) shall conform to limits given in Table 500-10 (MORTH Specifications fifth revision). The quantity of bitumen and appropriate thickness is also given in Table 500-10 of MORT&H Specifications for Road and Bridge Works (5th Revision).

Table 500-10 of Composition of Dense Bituminous Macadam

Grading	2
Nominal maximum aggregate size	26.5 mm
Layer thickness	50 – 75 mm
IS Sieve size (mm)	Cumulative % by weight of total aggregate passing
45.0	-
37.5	100
26.5	90-100
19.0	71-95
13.2	56-80
4.75	38-54
2.36	28-42
0.3	7-21
0.075	2-8
Bitumen content percent by mass of total mix	Min 4.5

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5.2.6 Bitumen content indicated in Table 500-10 is the minimum quantity. The quantity shall be determined in accordance with Clause 505.3 of MORT&H Specifications for Road and Bridge Works (5th Revision).

5.3 Mix Design.

The Bitumen content required shall be determined following the marshal mix design procedure contained in Asphalt Institute Manual MS-2.

5.3.1 Requirements for the Mix. Apart from conformity with the grading and quality requirements for individual ingredients, the mixture shall meet the requirements set out in Table 500-11 of MORT&H Specifications for Road and Bridges Works (5th Revision)

Table 500-11. Requirements for Dense Bituminous Macadam

Minimum stability (kN at 60°C)	9.0
Minimum flow (mm)	2
Maximum flow (mm)	4
Compaction level (Number of blows)	75 blows on each face of the specimen
Per cent air voids	3-5
Per cent voids in mineral aggregate (VMA)	Minimum percent voids in mineral aggregates (VMA) as per Table 500-12 of MORT&H specifications
Per cent voids filled with bitumen (VFB)	65-75

The requirements for minimum percent voids in mineral aggregate (VMA) are set out in Table 500-12 of MORT&H specifications for Road and Bridges Works (5th Revision).

Table 500-12. MINIMUM PER CENT VOIDS IN MINERAL AGGREGATE (VMA) MORT&H Specifications for Road and Bridges Works (5th Revision)

Nominal Maximum Particle Size ¹ (mm)	Minimum VMA, Per cent Related to Design Air Voids, Per cent ²		
	3.0	4.0	5.0
26.5	11.0	12.0	13.0

Notes: 1. Interpolate minimum voids in the mineral aggregate (VMA) for design air voids values between those listed.

5.3.2. Binder Content. The binder content shall be optimized to achieve the requirements of the mixture set out in Table 500-11 of MORT&H Specifications for Road and Bridge Works (5th Revision) and the traffic volume as specified in the contract. The Marshal method for determining the optimum binder content shall be adopted as described in the Asphalt Institute Manual MS-2.

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5.3.3. Job Mix Formula. The procedure for formulating the job mix formula shall be generally as specified in Clause 505.3.3 of MORT&H Specifications for Road and Bridges Works (5th Revision) and the results of tests enumerated in Table 500-11 of MORT&H Specifications for Road and Bridge Works (5th Revision) as obtained by the Contractors.

The Contractor shall intimate to the Engineer-in-Charge in writing, at least 21 days before the start of the work, the job mix formula proposed to be used by him for the work and shall give the following details:

- (i) Source and location of all materials;
- (ii) Proportions of all materials expressed as follows where each is applicable:
 - (a) Binder type, and percentage by weight of total mix;
 - (b) Coarse aggregate/Fine aggregate/Cement as percentage by weight of total aggregate including Cement;
- (iii) A single definite percentage passing each sieve for the mixed aggregate;
- (iv) The individual gradings of the individual aggregate fractions, and the proportion of each in the combined grading.
- (v) The results of tests enumerated in Table 500-11 of MORT&H Specifications for Road and Bridge Works (5th Revision) as obtained by the Contractor;
- (vi) Where the mixer is a batch mixer, the individual weights of each type of aggregate and binder per batch.
- (vii) Test results of physical characteristics of aggregates to be used;
- (viii) Mixing temperature and compacting temperature.

While establishing out the job mix formula, the Contractor shall ensure that it is based on a correct and truly representative sample of the materials that will actually be used in the work and that the mix and its different ingredients satisfy the physical and strength requirements of these Specifications.

Approval of the job mix formula by Commander Contract shall be based on independent testing by the Engineer-in-Charge and recommended by OC Contract for which samples of all ingredients of the mix shall be furnished by the Contractor as required by the Engineer-in-Charge.

The approved job mix formula shall remain effective unless and until a revised Job Mix formula is approved. Should a change in the source of materials be proposed, a new job mix formula shall be established and got approved from the Commander Contract before actually using the materials.

5.3.4 Permissible Variation from Job Mix Formula. It shall be the responsibility of the Contractor to produce a uniform mix conforming to the approved job mix formula subject to the permissible variations of the individual percentages of the various ingredients in the actual mix from the job mix formula to be used within the limits as specified in Table 500-13 of MORT&H Specifications for Road and Bridge Works (5th Revision). These variations are intended to apply to individual specimens taken for quality control tests vide Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision).

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TABLE 500-13. Permissible Variation in the Actual Mix from the Job Mix Formula

Description	Permissible variation Base/binder course
Aggregate passing 19 mm sieve or larger	± 8%
Aggregate passing 13.2 mm, 9.5 mm	± 7%
Aggregate passing 4.75 mm	± 6%
Aggregate passing 2.36 mm, 1.18mm, 0.6 mm	± 5%
Aggregate passing 0.3 mm, 0.15 mm	± 4%
Aggregate passing 0.075 mm	± 2%
Binder content	± 0.3%
Mixing temperature	± 10°C

5.3.5 **Laying Trials.** The laying trials shall be carried out as per Clause 505.3.5 of MORT&H Specifications for Road and Bridge Works (5th Revision). The compacted layer of DBM shall have a minimum field density equal to or more than 92% of the density based on theoretical maximum specific gravity (G_{mm}).

5.4 Construction Operation.

5.4.1 Weather and Seasonal limitations.

The provisions of Clause 501.5.1 of MORT&H Specifications for Road and Bridges Works (5th Revision) shall apply.

5.4.2 Preparation of the Base.

The base on which dense bituminous macadam is to be laid shall be prepared, in accordance with clause 501 and 902 of MORT&H specifications for road and bridge (5th revision) as appropriate or as directed by the Engineer. The surface on which DBM is to be laid shall be cleared of all loose and extraneous matter, using a mechanical broom or other method approved by the Engineer-In-Charge and dust removed by compressed air. Equipment for applying of high pressure air jet from a compressor to remove dust or loose matter shall be available full time at the site.

5.4.3 Tack Coat.

A tack coat in accordance with Section 503 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall be applied over the primed WMM surface as required under the Contract.

5.4.4 Preparation and Transportation of the Mix

The provisions as specified in Clause 501.3 and 501.4 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply. Pre-mixed bituminous materials shall be prepared in a hot mix plant of adequate capacity and capable of yielding a mix of proper and uniform quality with thoroughly coated aggregates. Appropriate mixing temperatures are given in Table 500-2 of MORT&H Specifications for Road and Bridge Works (5th Revision). The difference in

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temperature between the binder and aggregate shall at no time exceed 14°C. In order to ensure uniform quality of the mix and better coating of aggregates, the hot mix plant shall be calibrated from time to time.

Table 500-2: Mixing, Laying and Rolling Temperatures for Bituminous Mixes (Degree Celcius)

Itumen Viscosity Grade	Bitumen Temperature	Aggregate Temperature	Mixed Material Temperature	Laying Temperature	*Rolling Temperature
VG-10	140-160	140-165	140-160 Max	130 Min	80 Min

* Rolling must be completed before the material cools to these minimum temperatures.

Transportation

Bituminous materials shall be transported in clean insulated and covered vehicles. An asphalt release agent, such as soap or lime water, may be applied to the interior of the vehicle to prevent sticking and to facilitate discharge of the material.

5.4.5 Laying.

The provisions of Clause 501.5.1 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

Laying shall be suspended:-

- (i) In presence of standing water on the surface to be covered;
- (ii) When rain imminent and during rains, fog or dust storm;
- (iii) When the base/binder course is damp;
- (iv) When the air temperature on the surface on which it is to be laid is less than 10°C for mixes with conventional bitumen and is less than 15°C for mixes with modified bitumen;
- (v) When the wind speed at any temperature exceeds the 40 km per hour at 2 m height.

5.4.6 Spreading.

The provisions of Clause of 501.5.3 and 501.5.4 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

5.4.7 Rolling.

Bituminous materials shall be laid and compacted in layers which enable the specified thickness, surface level, regularity requirements and specified compaction to be achieved in accordance with the provisions of Clauses 501.6 and 501.7 of MORT&H Specifications for Road and Bridge Works (5th Revision).

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5.4.8 Surface Finish and Quality Control of Work.

The surface finish of the completed construction shall conform to the requirements of Clause 902 of MORT&H Specifications for Road and Bridge Works (5th Revision). For control of the quality of materials and the works carried out, the relevant provisions of Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

5.4.9 Opening to Traffic.

It shall be ensured that traffic is not allowed without the approval of Engineer in writing on the surface until the bituminous concrete layer has cooled to the ambient temperature..

5.4.10 Arrangements for Traffic.

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT&H Specifications for Road and Bridge Works (5th Revision).

5.4.11 Measurement for Payment.

Dense Bituminous macadam shall be measured as finished work in cubic meters.

6. Bituminous Concrete.

6.1 Scope.

The work shall consist of construction in a single layer of 40 mm thick Bituminous Concrete on a previously prepared DBM surface, conforming to Section 507 of MORT&H Specifications for Road and Bridge Works (5th Revision).

6.2 Materials.

6.2.1 Bitumen. The Bitumen shall be viscosity graded paving **bitumen 80/100 or VG-10** complying with Indian Standard Specification for paving bitumen IS: 73.

6.2.2 Coarse Aggregates.

The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on the 2.36, sieve. It shall be clean, hard, durable and cubical shape, free from dust and soft organic or other deleterious substances. The aggregate shall satisfy the physical requirements specified in Table 500-16 of MORT&H Specifications for Road & Bridge works (5th Revision). Where crushed gravel is proposed for use as aggregate, not less than 95 percent by weight of the crushed material retained on 4.75 mm sieve shall have at least two fractured faces resulting from crushing operation.

**TABLE 500-16. PHYSICAL REQUIREMENT FOR COARSE AGGREGATES
FOR BITUMINOUS CONCRETE**

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075 mm sieve	IS: 2386 Part 1
Particle shape	Flakiness and Elongation Index (Combined)	Max 35%	IS: 2386 Part 1

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Property	Test	Specification	Method of Test
Strength	Loss Angeles Abrasion Value Aggregate Impact Value ⁴	Max 30% Max 24%	. IS: 2386 Part 4
Durability	Soundness either: Sodium Sulphate Magnesium Sulphate	Max 12% Max 18%	. IS: 2386 Part 5
Polishing	Polished stone value	Min 55	BS: 812-114
Water Absorption	Water absorption	Max 2%	IS: 2386 Part 3
Stripping	Coating and Stripping of Bitumen Aggregate Mixtures	Minimum retained Coating 95%	. IS: 6241
Water Sensitivity	Retained Tensile Strength*	Min 80%	. AASHTO 283

Notes

* if the minimum retained tensile strength falls below 80%, use of anti stripping agent is recommended to meet the requirement.

6.2.3. Fine Aggregates.

Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of the two, passing the 2.36 mm sieve and retained on the 75 micron sieve as specified in Clause 505.2.3 of MORT&H Specifications for Road and Bridge Works (5th Revision). They shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter. Natural sand shall not be allowed in binder courses.

The plasticity index of the fraction passing the 0.425mm sieve shall not exceed 4 when tested in accordance with IS: 2720 (Part 5).

6.2.4. Filler.

Filler shall be generally as specified in Clause 505.2.4. of MORT&H Specifications for Road and Bridge Works (5th Revision). Filler shall consist of finely divided mineral matter such as Rock dust, Hydrated Lime or Cement approved by the Engineer. Filler shall be graded within the limit indicated in Table 500-9. The filler shall be free from organic impurities and have a plasticity index not greater than 4. The Plasticity index requirement shall not apply if filler is cement or lime. Where the aggregates fail to meet the requirements of the water sensitivity test in Table 500-8 of MORT&H Specifications for Road and Bridges Works (5th Revision) then 2 per cent by total weight of aggregates, of hydrated lime shall be used and percentage of fine aggregates reduced accordingly.

6.2.5 Aggregate Grading and Binder Content. When tested in accordance with IS:2386 Part I (Wet grading method), the combined grading of the coarse and fine aggregates and added filler shall fall within the limits shown in Table 500-17 Grading-2 of MORT&H Specifications for Road and Bridges Works(5th Revision) for grading 2.

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TABLE 500-17. COMPOSITION OF BITUMINOUS CONCRETE PAVEMENT LAYERS

Grading	2
Nominal aggregate size*	13.2 mm
Layer Thickness	30-40 mm
IS Sieve (mm)	Cumulative percentage by weight of total aggregate passing
45	
37.5	-
26.5	-
19	100
13.2	90-100
9.5	70-88
4.75	53-71
2.36	42-58
1.18	34-48
0.6	26-38
0.3	18-28
0.15	12-20
0.075	4-10
Bitumen content % by mass of total mix ²	5.4**

Notes: 1. * The nominal maximum particle size is the largest specified sieve size up on which any of the aggregate is retained.

2. ** Corresponds to specific gravity of the Aggregate being 2.7. In case aggregates have specific gravity more than 2.7, the bitumen content can be reduced proportionately. Further, for regions where highest daily mean air temperature is 30°C or lowest daily mean air temperature is (-)10°C or lower, the bitumen may be increased by 0.5 percent.

6.3 Mix Design.

6.3.1 Requirements for the Mix. Apart from conformity with the grading and quality requirements for individual ingredients, the mixture shall meet the requirements set out in Clause 505.3.1 and Table 500-11 of MORT&H Specifications for Road and Bridge Works (5th Revision).

TABLE 500-11

Properties	Viscosity grade paving Bitumen	Modified Bitumen		Test Method
		Hot climate	Cold climate	
Compaction level	75 blows on each face of the specimen			
Minimum stability (KN at 60° C	9.0	12.0	10.0	AASHTO T245
Marshall flow (mm)	2-4	2.5-4	3.5-5	AASHTO T245
Marshall Quotient (Stability/Flow)	2-5	2.5-5		MS-2 and ASTM D2041

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Properties	Viscosity grade paving Bitumen	Modified Bitumen		Test Method
		Hot climate	Cold climate	
% air voids	3-5			
% voids filled with Bitumen (VFB)	65-75			
Coating of aggregate particle	95% minimum			IS:6241
Tensile strength ratio	80% minimum			AASHTO T 283
% voids in mineral aggregate (VMA)	Minimum % voids in mineral aggregate (VMA) are set out in Table 500-13			

6.3.2. Binder Content. The binder content shall be optimized to achieve the requirements of the mix set out in Table 500-11. The binder content shall be selected to obtain 4 percent air voids in the mix design. The Marshall method for determining the optimum binder content shall be adopted as described in the Asphalt Institute Manual MS-2.

Where maximum size of the aggregate is more than 26.5 mm, the modified method using 150 mm diameter specimen described in MS-2 and ASTM D 5581 shall be used. When the modified Marshall test is used, the specified minimum stability values in table 500-12 shall be multiplied by 2.25, and the minimum flow shall be 3 mm.

6.3.3. Job Mix Formula. The procedure for formulating the job mix formula shall be generally as specified in Clause 505.3.3 MORT&H specifications for Road and Bridges works(5th revision) and the results of tests enumerated in Table 500-11 of MORT&H Specifications for Road and Bridge Works (5th Revision) as obtained by the Contractors.

The Contractor shall intimate to the Engineer-in-Charge in writing, at least 21 days before the start of the work, the job mix formula proposed to be used by him for the work and shall give the following details:

- (i) Source and location of all materials;
- (ii) Proportions of all materials expressed as follows where each is applicable:
 - (a) Binder, as percentage by weight of total mix;
 - (b) Coarse aggregate/Fine aggregate/Mineral filler as percentage by Weight of total aggregate including Mineral filler;
- (iii) A single definite percentage passing each sieve for the mixed aggregate.
- (iv) The individual grading of the individual aggregate fractions, and the proportion of each in the combined grading.
- (v) The results of mix design such as maximum specific gravity of loose mix (Gmm), compacted specimen densities, Marshall stability, flow, air voids, VMA, VFB and related graphs and test results of AASHTO T 283 Moisture susceptibility test.
- (vi) Where the mixer is a batch mixer, the individual weights of each type of aggregate, and binder per batch;
- (vii) Test results of physical characteristics of aggregates to be used;
- (viii) Mixing temperature and compacting temperature.

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While working out the job mix formula, the Contractor shall ensure that it is based on a correct and truly representative sample of the materials that will actually be used in the work and that the mix and its different ingredients satisfy the physical and strength requirements of these Specifications.

Approval of the job mix formula by Commander Contract shall be based on independent testing by the Engineer-in-Charge and recommended by OC Contract for which samples of all ingredients of the mix shall be furnished by the Contractor as required by the former.

The approved job mix formula shall remain effective unless and until a revised Job Mix formula is approved. Should a change in the source of materials be proposed, a new job mix formula shall be established and got approved from the Commander Contract before actually using the materials.

6.3.4 Permissible Variation from Job Mix Formula. It shall be the responsibility of the Contractor to produce a uniform mix conforming to the approved job mix formula subject to the permissible variations of the individual percentages of the various ingredients in the actual mix from the job mix formula to be used within the limits as specified in Table 500-18 of MORT&H Specifications for Road and Bridge Works (5th Revision). These variations are intended to apply to individual specimens taken for quality control tests vide Section 900 of MORT&H Specifications for Road and Bridge Works (5th Revision).

TABLE 500-18. Permissible Variations from the job mix formula

Description	Base/binder course
Aggregate passing 19 mm sieve or larger	± 7%
Aggregate passing 13.2 mm, 9.5 mm	± 6%
Aggregate passing 4.75 mm	± 5%
Aggregate passing 2.36 mm, 1.18mm, 0.6 mm	± 4%
Aggregate passing 0.3 mm, 0.15 mm	± 3%
Aggregate passing 0.075 mm	± 1.5%
Binder content	± 0.3%
Mixing temperature	± 10°C

6.3.5 Laying Trials. The laying trials shall be carried out as per Section 505.3.5 of MORT&H Specification Road & Bridge Works (5th Revision). The compacted layer of BC shall have a minimum field density equal to or more than 92% of the average theoretical maximum specific gravity (Gmm).

6.4 Construction Operations.

6.4.1 Weather and Seasonal limitations.

The provisions of Section 501.5.1 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

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6.4.2 Preparation of the Base.

The base on which Asphaltic concrete is to be laid shall be prepared, in accordance with Section 501 and 902 of MORT&H Specifications for Road and Bridge works (5th Revision) as appropriate as directed by the Engineer. The surface shall be thoroughly, cleaned by a mechanical broom or any other method approved by the Engineer-In-Charge and dust removed by compressed air. Equipment for applying a high pressure air jet from a compressor shall be available full time at the site.

6.4.3 Tack Coat.

A tack coat in accordance with Section 503 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall be applied over the DBM surface as required under the Contract.

6.4.4 Preparation and Transportation of the Mix.

The provisions as specified in Clause 501.3, and 501.4 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply. Pre-mixed bituminous materials shall be prepared in a hot mix plant of adequate capacity and capable of yielding a mix of proper and uniform quality with thoroughly coated aggregates. Appropriate mixing temperatures are given in Table 500-2 of MORT&H Specifications for Road and Bridge Works (5th Revision). The difference in temperature between the binder and aggregate shall at no time exceed 14°C. In order to ensure uniform quality of the mix and better coating of aggregates, the hot mix plant shall be calibrated from time to time. The essential features of the hot mix plants are given in Annex 'A' of IRC: 27.

Table 500-2: Mixing, Laying and Rolling Temperatures for Bituminous Mixes (Degree Celsius)

Bitumen Viscosity Grade	Bitumen Temperature	Aggregate Temperature	Mixed Material Temperature	Laying Temperature	*Rolling Temperature
VG-10	140-160	140-165	140-160	130 Min	80 Min

* Rolling must be completed before the mat cools to these minimum temperatures.

- The supply of mix shall not be done during rainy or foggy weather or when the base course is damp or wet or during dust storm or when the atmospheric temperature in shade is 10⁰ C or less.
- Bituminous mixes shall be prepared in a hot mix plant of adequate capacity and capable of yielding a mix of proper and uniform quality with thoroughly coated aggregates. The plant shall have the following essential features.
- The hot mix plant shall have separate dryer arrangement for heating aggregate.
- The mixture shall be transported by tippers or dumpers from the mixing plant to the site where it is to be used, the tippers or dumpers employed for transport shall be clean and covered properly to maintain the required heat. Any tipper causing excessive segregation of materials by its spring suspension or other contributing factors or that which shows undue delay shall be removed from the work until such conditions are corrected

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(e) Mix falling short of above quality shall be rectified and redone by the contractor at his own cost and defective mix shall also be removed off from the site by the contractor at his own cost failing which this shall be done by the Dept at the risk and cost of contractor.

Bituminous materials shall be transported in clean insulated and covered vehicles. An asphalt release agent, such as soap or lime water, may be applied to the interior of the vehicle to prevent sticking and to facilitate discharge of the material.

6.4.5 Spreading.

The provisions of Clause of 501.5.3 and 501.5.4 of MORT&H Specifications for Road and Bridge Works (5th Revision) shall apply.

Spreading shall be suspended:-

- (i) In presence of standing water on the surface;
- (ii) When rain imminent and during rains, fog or dust storm;
- (iii) When the base/binder course is damp;
- (iv) When the air temperature on the surface on which it is to be laid is less than 10°C for mixes with conventional bitumen and is less than 15°C for mixes with modified bitumen;
- (v) When the wind speed at any temperature exceeds 40 km per hour at 2 m height.

6.4.6 Rolling.

Compaction shall be carried out in accordance with the provisions of Clauses 501.6 and 501.7 of MORT&H Specifications for Road and Bridge Works (5th Revision).

Rolling shall be continued until the specified density is achieved. The required frequency of testing is defined in Table 900-4 of MORT&H Specifications for Road and Bridge Works (5th Revision).

6.4.7 Surface Finish and Quality Control of Work.

The surface finish of the completed construction shall conform to the requirements of Clause 902 of MORT&H Specifications for Road and Bridge Works (5th Revision). For control of the quality of materials and the works carried out, the relevant provisions of Section 900 of MORT&H Specifications (Fifth Revision) shall apply.

6.4.8 Opening to Traffic.

It shall be ensured that traffic is not allowed without the approval of Engineer in writing on the surface until the bituminous concrete layer has cooled to the ambient temperature.

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6.4.9 Arrangements for Traffic.

During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112 of MORT&H Specifications for Road and Bridge Works (5th Revision).

6.4.10 Measurement for Payment.

Dense Bituminous Macadam Bituminous Concrete shall be measured as finished work in cubic meters.

7. Quality Control.

7.1 All materials to be used, all methods to be adopted and all works to be performed shall be strictly in accordance with the requirements of these Specifications. The Contractor shall set up a field laboratory at locations approved by the Engineer and equip the same with adequate equipment and personnel in order to carry out Quality Control for works and all the required tests as per Specifications and/or as directed by the Engineer. The provision and maintenance of the laboratory shall be as per Clause 120 of MORT&H Specifications for Road and Bridge Works (5th Revision) and/or as directed by the Engineer. The list of equipment and the facilities to be provided shall be got approved from the Engineer in advance.

7.2 The Contractor's laboratory shall be manned by a qualified Material Engineer/Civil Engineer assisted by experienced technicians, and the set-up should be got approved by the Engineer-In-Charge.

7.3 The Contractor shall carry out quality control tests on the materials and work to the frequency stipulated in subsequent paragraphs. In the absence of clear indications about method and or frequency of tests for any item, the instructions of the Engineer-in-Charge shall be followed.

7.4 For satisfying himself about the quality of the materials and work, quality control tests will also be conducted by the Engineer-In-Charge. (by himself, by his Quality Control Units or by any other agencies deemed fit by him), generally to the frequency set forth hereunder. Additional tests may also be conducted where, in the opinion of the Engineer, need for such tests exist.

7.5 The Contractor shall provide necessary co-operation and assistance in obtaining the samples for tests and carrying out the field tests as required by the Engineer from time to time. This shall include provision of laboratory equipment, transport, consumables, and personnel including labour attendants, assistants in packing and dispatching and any other assistance considered necessary in connection with the tests.

7.6 For the work of embankment, sub grade and pavement, construction of subsequent layer of same or other material over the finished layer shall be done after obtaining permission from the Engineer. Similar permission from the Engineer shall be obtained in respect of all other items of works prior to proceeding with the next stage of construction.

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7.7 The contractor shall carry out modifications in the procedure of work, if found necessary, as directed by the Engineer. Works falling short of quality shall be rectified /redone by the Contractor at his own cost, and defective work shall also be removed from the site of works by the Contractor at his own costs.

7.8 The cost of laboratory building including essential supplies like water, electricity, sanitary services and their maintenance and cost of all equipment, tools, materials, labour and incidentals to perform tests and other operations of quality control according to the Specifications requirements shall be deemed to be incidental to the work and no payment shall be made for the same. If, however, there is a separate item in the Bill of Quantities for setting up of a laboratory and installing testing equipment, such work shall be paid for separately.

7.9 For testing of soils/soil mixes, granular materials and mixes, bituminous materials and mixes cement concrete materials and mixes, aggregates, cores etc., samples in the required quantity and form shall be supplied by the Contractor at his own cost.

7.10 For cement, bitumen, steel, emulsion, road marking paint, sign boards, geo-synthetics and similar other materials where essential tests are to be carried out in the presence of Engineer-In-Charge at the manufacturer's plants or at laboratories other than the site laboratory, the cost of samples, sampling, testing and furnishing of test certificates shall be borne by the Contractor.

Manufacturer's test certificate together with invoice or delivery challan shall be furnished for every lot of supply apart from tests to be conducted at site laboratory for prime properties of the material like cement, bitumen, etc. Where facilities for testing of materials are not available at site laboratory the same shall be tested at an outside laboratory in the presence of the Engineer-In-Charge. For specialized items such as sign boards, road marking paint, etc. the Engineer may order for third party test from an approved laboratory.

7.11 The method of sampling and testing shall be in accordance with the requirements of the relevant Indian Standards and these Specifications. Where they are contradicting, the provisions in these Specifications shall be followed. Where they are silent, sound engineering practices shall be adopted. The sampling and testing procedure to be used shall be as approved by the Engineer-In-Charge and his decision shall be final and binding on the Contractor. The cost of all tests shall be borne by the Contractor.

7.12 The materials for embankment construction shall be got approved from the Engineer-In-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with the Contractor who shall ensure smooth and uninterrupted supply of materials in the required quantity during the construction period.

Similarly, the supply of aggregates and other materials for construction shall be from sources approved by the Engineer-in-Charge. Responsibility for arranging uninterrupted supply of materials from the source shall be that of the Contractor.

8. Control of Alignment, Level And Surface Regularity.

8.1 All works performed shall conform to the lines, grades, and cross sections and dimensions shown on the drawings or as directed by the Engineer-In-Charge, subject to the permitted tolerances as per Section 902 of MORT&H Specifications for Road and Bridge Works (5th Revision).

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9. Quality control tests during construction.

9.1 For ensuring the requisite quality of construction, the materials and works shall be subjected to quality control test, as described hereinafter. The testing frequencies set forth are the desirable minimum and the Engineer-In-Charge shall have the full authority to carry out additional tests as frequently as he may deem necessary, to satisfy himself that the materials and works comply with the appropriate specifications. However, the number of tests recommended in Tables 900-4 of MORT&H Specifications for Road and Bridge Works (5th Revision) may be reduced at the discretion of the Engineer-In-Charge, if it is felt that consistency in the quality of materials can still be maintained with the reduced number of tests.

S. No	Type of Construction	Test	Frequency (min)
1.	Tack Coat/ Prime Coat	i) Quality of binder	Number of samples per lot and tests as per IS:73, IS:217, IS:8887 as applicable.
		ii) Binder temperature for application	At regular close intervals
		iii) Rate of spread of Binder	Three tests per day
2.	Dense Bituminous Macadam/ Bituminous Concrete	i) Quality of binder	Number of samples per lot and tests as per IS:73, IRC SP-53, IS 15462.
		ii) Aggregate Impact Value or Los Angeles Abrasion Value	One test per 350 cum of aggregate for each source and whenever there is change in the quality of aggregate.
		iii) Flakiness and elongation indices	-do-
		iv) Soundness test (Magnesium Sulphate/ Sodium Sulphate)	One test for each source and whenever there is change in the quality of aggregate.
		v) Sand equivalent test	One test for each source and whenever there is change in the quality of aggregates
		vi) Water absorption of aggregates	One test for each source and whenever there is change in the quality of aggregate
		vii) Moisture Susceptibility of mix (AASHTO T283)	One test for each mix type whenever there is a change in quality or source of coarse or fine aggregates
		viii) Plasticity Index	One test for each source and whenever there is change in the quality of aggregate.
		ix) Polished stone value	-do-
		x) Percentage of fractured face	One test per 350 cum of aggregate when crushed gravel is used.
		xi) Mix Grading	One set of test on individual constituents and mixed aggregate from the dryer for each 400 tons of mix subject to a minimum of two tests per day per plant.
		xii) Stability mix	For each 400 tons of mix produced, a set of 3 Marshall specimens to be prepared and tested for stability, flow value, density and void content subject to a minimum of two tests per day per plant.

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S. No	Type of Construction	Test	Frequency (min)
		xiii) Control of temperature of binder in boiler, aggregate in the dryer and mix at the time of laying and rolling	At regular intervals.
		xiv) binder content	One test for each 400 tons of mix subject to a minimum of two tests per day per plant.
		xv) Rate of spread of mix material	After every 5 th truck load
		xvi) Density of Compacted layer	One test per 700 Sqm area

All materials to be used, all methods to be adopted and all works to be performed shall be strictly in accordance with the requirements of Clause 900 of MORT&H Specifications for Road and Bridge Works (5th Revision).

10. Protection of The Environment.

10.1. General.

10.1.1 This section of the Specification sets out limitations on the Contractor's activities specifically intended to protect the environment.

10.1.2 The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environmental requirements including those prescribed elsewhere in this document.

10.1.3 The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.

10.1.4 In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Engineer.

10.2 Water Quality.

10.2.1 The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.

10.2.2 Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and rinsing.

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10.2.3 All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.

10.2.4 The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Engineer and the regulatory authorities concerned.

10.2.5. The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works.

10.2.6. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the like from pollution as a result of the execution of the Works.

10.3 Air Quality.

10.3.1 The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.

10.3.2 The Contractor shall utilize effective water sprays during delivery manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather, Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.

10.3.3. Any vehicle with an open load-carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300 mm over the edges of the side and tail boards.

10.3.4. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Engineer, necessary, such measures may include spraying the road surface with water at regular intervals.

10.4. Noise.

10.4.1 The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.

10.4.2 The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environment requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimize the noise emission during construction works.

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10.5. Control of Wastes.

10.5.1 The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be permitted. Wastes to be so controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Engineer-in-Charge.

10.6. Emergency Response.

10.6.1. The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.

10.6.2 The Contractor shall provide the Engineer-In-Charge with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.

11. Measurement.

11.1 No separate measurement shall be made in respect of compliance by the Contractor with the provisions of this Section of the Specification. The Contractor shall be deemed to have made allowance for such compliance with these provisions in the preparation of his prices for items of work included in the Bills of Quantities and full compensation for such compliance will be deemed to be covered by them.

12. HOT APPLIED THERMOPLASTIC ROAD MARKING

12.1 SCOPE

(i) The work under this section consists of marking center line and edge lines using a thermoplastic compound meeting the requirement specified herein as per section 803 of MORTH specifications(5th Revision) and IRC 35 : 2015.

(ii) The thermoplastic compound shall be screeded/extruded on to the pavement surface in a molten state by suitable machine capable of controlled preparation and laying with surface application of glass beads at a specific rate. Upon cooling to ambient pavement temperature, it shall produce an adherent pavement marking of specified thickness and width and capable of resisting of deformation by traffic.

(iii) The colour of the compound shall be white or yellow (IS colour No. 365) as specified in the drawings or as directed by the Engineer.

12.2 THERMOPLASTIC MATERIAL : The requirements and proportions of constituents shall be as per clause 803.4.1 of MORTH specifications (5th Revision).

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12.3 **REFLECTORISING GLASS BEADS** : The specifications requirements and test methods shall be as per clause 803.4.2 of MORTH specifications (5th Revision).

12.4 **PREPARATION** : As per Clause 803.4.4 of MORTH specifications (5th Revision)

12.5 **APPLICATION** : As per clause 803.6 of MORTH specifications (5th Revision)

12.6 **PROPERTIES OF FINISHED ROAD MARKING** : As per clause 803.6.7 of MORTH specifications (5th Revision).

12.7 **Measurements of Payment.**

12.7.1 The painted marking shall be measured in Sqm of actual area marked (Excluding the gaps if any).

~~13. **SUPPLYING AND INSTALLATION OF DELINEATORS** road way indicators, Median Markers, hazard markers, object markers). The post made of mild steel with pure polyester powder coating with the minimum thickness of powder coating of not less than 40 micron for protection against corrosion. The surface should be concealed so that there should not be any exposed surface without powder coating. Alternatively, these metal guide poles can be concealed with thermoplastic body which is of course somewhat cost prohibitive. The posts shall have an ellipsoidal or circular design with the height of the pole shall be 800 to 900 mm above ground with about 200 to 300mm base which can be anchored onto the ground. Mild steel guide poles shall confirm to Type XI sheeting specifications as per IRC:67 and ASTM D 4956 which would be ensure to obtain clear visibility of the road alignment during night time. In this context, to achieve enhanced visibility of the curved portion of the road, guide poles shall have substantial area allocated to exhibit alternate band of black and white retro reflective sheeting which can provide added aesthetic as well. Delineators conforming to IRC:79-2019 and Section 806 of MORT&H Specifications for Road and Bridge Works (5th Revision) and as per directions of Engineer in Charge.~~

13.1 **Measurements of Payment.** Supplying and installation of delineators (600 mm) shall be measured as finished work in position in Nos.

14. **PROVIDING AND FIXING OF ROAD STUD (CAT EYES) 100X100 MM** Die-cast in aluminum, resistant to corrosive effect of salt and grit, fitted with lens reflectors, installed in concrete or asphaltic surface by drilling hole 30 mm upto a depth of 60 mm and bedded in a suitable bituminous grout or epoxy mortar, all as per clause 804 of MORT&H specifications (Fifth Revision), IRC: 35-2015 and as per directions of Engineer-in-charge.

14.1 **Measurements of Payment.** Supplying and fixing of road stud (Cat Eyes) 100x100 mm shall be measured as finished work in position in Nos.

15. **Shoulders / Berm Filling**

15.1. **Scope.** The work shall consist of constructing shoulder (earthen) with on either side of the pavement, in accordance with the requirements of these Specifications and in conformity with the lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

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15.2. Materials. The material used in shoulders shall be soil, moorum, gravel, a mixture of these or any other material approved by the Engineer and conforming to the requirements of clause 305 of MORT&H Specifications for Road and Bridge Works (5TH Revision). The density requirement of shoulder material shall be as per table 300-1 of MORT&H Specifications for Road and Bridge Works (5TH Revision).

15.3. Size of Shoulders. The berm/shoulder shall be 600 mm wide (each side) and 30 mm thick (consolidated) on either side of the carriageway or as directed by the Engineer – In – Charge.

15.4. Construction Operations.

i) The selected soil for berm filling shall be spread over the entire width of the berm and compacted uniformly as per clause 305.3.6 of MORT&H Specifications for Road and Bridge Works (5TH Revision). The soil layer shall be compacted to the specified requirements as in table 300-2 of MORT&H Specifications for Road and Bridge Works (5TH Revision) and got approved by the Engineer-in-charge.

ii) Moisture content of the material shall be checked at the site of placement prior to commencement of compaction; if found to be out of agreed limits, the same shall be made good. Where water is required to be added in such constructions, water shall be sprinkled from a water tanker fitted with sprinkler capable of applying water uniformly with a controllable rate of flow to variable widths of surface but without any flooding. The water shall be added uniformly and thoroughly mixed in soil until uniform moisture content is obtained throughout the depth of the layer.

iii) Moisture content of each layer of soil shall be checked in accordance with IS:2720 (Part 2) , and unless otherwise mentioned, shall be so adjusted, making due allowance for evaporation losses, that at the time of compaction it is in the range of 1 per cent above to 2 per cent below the optimum moisture content determined in accordance with IS:2720 (Part 7) or IS:2720 (Part 8) as the case may be.

iv) Compaction requirement of earthen shoulder shall be as per Table 300-2 of MORT&H specifications for roads and bridge works. Work on shoulder shall start only after the pavement course has been laid and compacted.

v) During all stages of shoulder construction, the required cross-fall shall be maintained to drain off surface water.

vi) Regardless of the method of laying, all shoulder construction material shall be placed directly on the shoulder. Any spilled material dragged on the pavement surface shall be immediately removed, without damage to the pavement, and the area so affected thoroughly cleaned.

4.5. Measurements of Payment. Shoulder earthen shall be measured as finished work in Cum.

For Accepting Officer

(Signature of Contractor)

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Appendix 'B'

**(Ref para-27 of Special
Condition of tender)**

NEFT/RTGS MANDATE FORM

1	Name of firm/contractor as per account in the Bank	
2	Beneficiary's Account Number (As appearing on the Cheque Book)	
3	Name of Bank where a/c is held	
4	Name of Branch	
5	Address of Branch	
6	Telephone No. of Branch	
7	IFSC Code of Branch	
8	Digit MICR Code Number of the Bank & Branch	
9	E-Mail ID of Contractor	

Note : Please attach a blank cancelled cheque for verification of the above particulars.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected due to incomplete or incorrect information of the bank details, I will not hold the payment releasing authority responsible for it.

Dated : _____

Signature of the contractor (Seal)

CERTIFICATE BY BANK

Certified that the particulars furnished above are correct as per our records.

Seal of Bank

Signature of the branch manager of the Bank

(Signature of contractor with seal)

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

Appendix 'C'
(Ref para 5.1 (a) (v) of forwarding letter)

UNDERTAKING BY AUTHORISED SIGNATORY
(In Affidavit form)

I, the undersigned do hereby under take that our firm M/s _____ agree to abide by Terms and conditions of tender No. CE (P) Himank/08/2025-26 for **"NAME OF WORK: " PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH" (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)"**

given on page No. 01 to 205 as published in the Defence eProcurement Portal website <https://defproc.gov.in/nicgep/app>. Including General condition of contract document and it shall be binding on us.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

INSTRUCTIONS TO THE CONTRACTORS/BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THE Defence eProcurement Portal website
<https://defproc.gov.in/nicgep/app>

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eprocurement/ e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portel enrolment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
5. The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading / getting the tender document/schedules, the Bidder should go thro' them carefully and then submit the documents as asked.
8. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token /Smart Card to access DSC.
10. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
11. From the my favourites folder, he selects the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less

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than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.

14. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16. Accepting Officer reserves his right to accept a tender submitted by a public undertaking, giving a 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 such tenderers whose tenders may be rejected on account of the said policy.

17. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18. Blank.

19. The details of the any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24. After the bid submission, the acknowledgement number, given by the e tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

25. The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.

26. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

27. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

28. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

29. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

30. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

31. For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

E-mail : _____
Contact Telephone Numbers : _____
Fax No. : _____
In person : _____

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SCHEDULE-'A' NOTES
LIST OF WORKS AND PRICES

NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH” (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

1. Quantity shown in Schedule A is approximate and is inserted as guide only. These shall, however, not be varied beyond the limits laid down in conditions of IAFW-2249 (General conditions of contract),
2. The Rates are to be filled in by the bidder in Excel sheet of **BOQ/SCH “A”**
3. **Period of completion:** The entire works of Schedule ‘A’ under this contract shall be completed within **180 days (One Hundred and Eighty Days) for 100% works from the date of placing of work order (excluding the adverse climatic period of 01 Nov to 30 Apr if it falls during the completion period** from the date of commencement of work as per work order No. 01 which will be generally within one month of the date of issue of acceptance letter.
4. The rates to be quoted by the tender in this schedule A shall be deemed to include for the provision of all labour and materials, loading and unloading of materials and transportation if required, tools, plant, equipment and tackle, process, operations and specific requirements details in this schedule in the particular specification and elsewhere in this tender documents and for the full, entire and final completion of the work in accordance with the provision of these tender documents.
5. The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including GST on materials, GST works Contracts, Turnover Tax, service tax, Labour Welfare Cess/tax etc), duties, Royalties, Octroi, State Entry Tax & other levies payable under the respective status. No re-Imbursement/refund for variation in rates of, duties, royalties, Octroi, state Entry tax & other levies, and or imposition/abolition of any new/existing taxes, duties, royalties, octroi, State entry Tax & other levies shall be made except as provided in Special Conditions.
6. The rates to be quoted by the tenderer in respect of these works shall be deemed to include for all minor details of construction which are obviously and fairly intended and which may not have been specifically mentioned in the tender documents but which are essential for satisfactory execution and completion of work. In case of difference of opinion between the OC and the Contractor as to what constitutes a minor detail of construction, the decision of Accepting Officer shall be final and binding.
7. Rates to be quoted by the contractors shall be deemed to include for all items of work as described, specified in particular specification and on drawing.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SCHEDULE - 'A' (CONTD)

8. The rate to be quoted by the contractor for various items shall include for “material and labour”/“Supply and fix”, connecting, jointing, Testing and Commissioning complete unless otherwise specifically mentioned therein.
9. Work shall be executed on locations as shown in site plan or as directed by the OC/Engineer-in-Charge.
10. Measurement of work done shall be as per units of items given in Schedule ‘A’.
11. Unit RM, mm, cum or CM, Sqm, Kg and Quintal or Qtl wherever mentioned in the tender documents denotes the unit, Running Meter, Millimeter, Cubic Meter, Square Meter, Kilogram and Quintal respectively.
12. The work under this contract will be carried out within the working hours as per the directions of Accepting Officer or the officer so detailed by him for administration of this contract.
13. The security will be arranged by the contractor for his personnel and equipment during the execution of work. No compensation will be paid by BRO on account of any loss/damage to personnel, property, veh/eqpt/plant of contractor during execution of work or on any account.
14. The tender will be considered for acceptance as a whole.
15. Integrity pact is an integral part of contract and both parties are bound by its provisions.
16. Measurement of work done shall be as per units of items given in Schedule ‘A’ and this mode of measurement shall take as per Clause 113 of MORT&H Specification for Road & Bridge work (Fifth Revision). The rates be quoted considering Clause 114 of MORT&H Specification (Fifth Revision).
17. Unit RM, mm, cum or CM, Sqm, Kg and Quintal or Qtl wherever mentioned in the tender documents denotes the unit, Running Meter, Millimeter, Cubic Meter, Square Meter, Kilogram and Quintal respectively.
18. The work under this contract will be carried out within the working hours as per the directions of Accepting Officer or the officer so detailed by him for administration of this contract.
19. Site for execution of work shall be handed over on the date of commencement of the works indicated in the work order No. 01. In case it is not possible for the department to hand over the entire site on the date of commencement and certain portion of the site is handed over later on then contractor shall make his planning/deployment of resources accordingly and no claims of whatsoever nature on this account shall be entertained.
20. **Approval of special star rates :-**
 - (a) In case of any deviation, mode of pricing shall be decided by Accepting Officer in terms of Condition 62 of IAFW 2249.

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SCHEDULE - 'A' (CONTD)

(b) In the event of deviation order involving fixation of Special (Star) Rate, Draft rate shall be prepared by OC (within a maximum period of 30 days) while initiating the proposal for deviation seeking approval of the Accepting Officer and notified to contractor. While notifying the draft Rate, it will be clearly stipulated that the same is merely an estimated rate and firm rate shall be fixed based on actual and receipt of supporting documents from contractor such as vouchers / literature of product / test certificates etc (as applicable) on completion of the work involving Star Rate. Any objection to the method of fixing Star Rate will be dealt as per Condition 7 of IAFW-2249.

(c) Draft Star Rate shall be made based on market enquiry through telephonic enquiry/ quotations/email/rate lists/internet based sources, material & labour constants available in various publications and record available in respect of Star Rates approved in the past for similar items of work etc. Contractor may also assist OCs office in preparation of draft Star Rate.

(d) The Draft Star Rate shall be purely a draft rate and shall not be used for claiming final payment during execution of work. However, OC shall allow part payment to the tune of 80% during execution to avoid any financial hardship to the contractor.

(e) After completion of the item of work involving Star Rate, the contractor shall submit the vouchers/literature of product/test certificates (as applicable, decision of OC being final in case of any disagreement) for finalization of Star Rate. The Star Rate shall be technically checked by SW/Director (C) depending upon the financial effect & approved by competent authority within a period of one month from submission of the relevant documents by contractor as mentioned above.

(f) The star rate as approved by Accepting Officer after technical check by SW of TF Cdr/Director (C) of CE (Project) shall be referred as "the rate decided by OC" under Para 62 (G) of IAFW-2249.

21. The formats of Star Rates to be followed shall be as under:-

- (a) Form for Approval of Draft Special (Star) Rate enclosed as Appendix 'A'
- (b) Form for Approval of Special (Star) Rate enclosed as Appendix 'B'
- (c) Form for Approval of Draft Special (Star) Rate enclosed as Appendix 'C'
- (d) Form for Approval of Special (Star) Rate enclosed as Appendix 'D'

For Accepting Officer

(Signature of Contractor)

Dated : _____ 2026

Dated: _____ 2026

SCHEDULE - 'A'

NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH” (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

S/No.	Description of work	Unit of work done	Approx Qty	Rate quoted by the contractor	Total amount in words & figures
1	2	3	4	5	6
1	Providing and applying tack coat with bitumen emulsion using bitumen pressure distributor @2.5 Kg/10 Sqm on prepared primed and bituminous surface cleaned with mechanical broom confirming to Section 503 of MoRT&H specification for Road Bridge Works (5th Revision) for resurfacing works between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road (For Correction work)	Sqm	3663.83	Rates shall be quoted in BOQ XL Sheet only	
2	Providing, laying and compaction of DBM layer compacted thickness 50 mm confirming to section 505 of MoRT&H specification for road bridge work (5th revision) for resurfacing works between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road (Correction work)	Cum	183.19		
3	Providing and applying tack coat with bitumen emulsion using bitumen pressure distributor @2.5 Kg/10 Sqm on prepared primed and bituminous surface cleaned with mechanical broom confirming to Section 503 of MoRT&H specification for Road Bridge Works (5th Revision) for resurfacing works between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road (For BC work)	Sqm	36638.25		
4	Providing, laying and compaction of BC layer compacted thickness 30 mm over Dense Bituminous layer confirming to section 507 of MoRT&H specification for road bridge work (5th revision) for resurfacing works between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road	Cum	1099.15		

(Signature of Contractor)
Dated : 2026

For Accepting Officer
Dated: ____ 2026

S/No.	Description of work	Unit of work done	Approx Qty	Rate quoted by the contractor	Total amount in words & figures
1	2	3	4	5	6
5	30 mm thick Berm/Shoulder filling and compaction on either side of road with selected earth/granular material as per clause 305 of MORT&H Specifications for Road and Bridge Works (5 th Revision) work between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road	Cum	319.75	Rates shall be quoted in BOQ XL Sheet only	
6	Road Marking with Thermoplastic Paint (2.50 mm thick) conforming to Section 803 of MORT&H Specifications for Road and Bridge Works (5 th Revision) and IRC:35-2015 between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road	Sqm	1776.40		
7	Providing and fixing of road studs (Cat eye) die cast in aluminum resistant to corrosive effect of salt and girt, fitted with lens reflector confirming to section 804 of MORTH specification for road and Bridge Work (5 th Revision) between Km 8.00 to 16.882 on Saser-Brangsa-Murgo Road	Nos.	1383.00		

Note :- Period of Execution of work - 180 days (One Hundred Eighty Days) for 100% works from the date of placing of work order (excluding the adverse climatic period of 01 Nov to 30 Apr if it falls during the completion period.

(Signature of Contractor)
Dated : 2026

For Accepting Officer
Dated: ____ 2026

SCHEDULE-'B'
ISSUE OF STORES TO THE CONTRACTOR
(See condition 10 of IAFW-2249 2017 Reprint)

NAME OF WORK: “ PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH” (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)”

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

Note:-

1. This Schedule consists of **NIL** items only.
2. It shall be responsibility of the contractor to submit his demand for stores in writing at least seven days in advance of his requirements.
3. If the contractor requires any the items of stores listed above issued to him for making good any loss or damage to works arising from any cause whatever other than the accepted risk and government issues the same to him, the rate of issue to such items of stores shall be schedule 'B' rate or market rate on the date of issue of stores, whichever is higher.
4. Explosive shall be issued and used as per the directives of OC. Quantities of explosive material issued at a time and its storage (safe custody) and return thereof will be at the sole discretion of OC.
5. No explosive items shall be kept in custody of the contractor without approval of OC.

(Signature of Contractor)
Dated : 2026

For Accepting Officer
Dated: ____ 2026

SCHEDULE-'C'

LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT) WHICH WILL BE HIRED TO THE CONTRACTOR

NAME OF WORK: " PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH" (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)"

S/No	Quantity	Particulars	Details of Crew Applied	Hire charge Per unit per Working Day (Rs.)	Stand by Charges per Unit per Day (Rs.)	Place of Issue by Name	Remarks
NIL							

SCHEDULE-'D'

TRANSPORT TO BE HIRED TO THE CONTRACTOR

NAME OF WORK: " PROVIDING HMP READY MIX, LAYING BY PAVER AND COMPACTION FOR RESURFACING WORK WITH BC 30 MM THICK INCLUDING CORRECTION WORK WITH DBM 50 MM THICK, CLEANING OF ROAD SURFACE AND APPLYING TACK COAT ON EXISTING SURFACE BEFORE LAYING BC FOR RESURFACING WORK, BERM FILLING, THERMOPLASTIC PAINT FOR EDGE MARKING AND FIXING OF CAT EYES BETWEEN KM 8.000 TO KM 16.882 ON ROAD SASER-BRANGSA-MURGO FOR RESURFACING WORKS (FY 2026-27) UNDER 113 RCC/ 50 BRTF SECTOR PROJECT HIMANK IN UNION TERRITORY OF LEH-LADAKH" (TENDER NO : CE (P) HIMANK/13/2025-26) (2nd Call)"

S/No	Quantity	Particulars	Rate per Unit per working Day in Rs.	Place of issue	Remarks
NIL					

(Signature of Contractor)
Dated : 2026

For Accepting Officer
Dated: ____ 2026

TENDER

The President of India

Having examined and perused the following documents forming part of tender documents: -

1. Particular/technical specifications.
2. Ministry of Road Transport & Highways (MORT&H) specifications for Road and bridge works (latest Revision) published by Indian Congress New Delhi.
3. Drawing detailed in the list of drawing/specifications/other tender documents.
4. Schedule-'A', 'B', 'C' & 'D' attached hereto.
5. Special Condition of the contract.
6. General Conditions of Contracts IAFW-2249 including errata and amendments up to 48 as mentioned in tender documents.
7. All other documents forming part of tender document.
 - a) To execute all the works referred to in the said documents up to the terms and conditions contained or referred to therein at the item rates continued in the aforesaid Schedule 'A' or at such other rates to be fixed under the provision of condition 62 of IAFW-2249 and to carry out such deviations as may be ordered vide condition 7 of General Condition of Contracts **up to a maximum of 10 percent** and further agree to refer all disputes as required by condition 70 of the General Conditions of the contract (IAFW-2249) to the Sole Arbitration of an serving Engineer Officer to be appointed by **the Director General Border Roads, New Delhi or in his absence, by the Officer officiating as Director General Border Roads**, whose decision shall be final conclusive and binding. However, in case of disputes with PSE and or PSU the same will be referred to a Sole Arbitrator to be appointed by Secretary, Bureau of Public Sector Enterprises (refer Special condition 24 of tender documents).

Signature of the Witness

Dated:

Address: _____

Signature of the Contractor in the capacity

Of _____ Authorized to sign the

Tender Document for and on behalf of

(In block capital letters)

Postal address _____

E-mail Address: _____

Telephone No(s): _____

(Signature of Contractor)

Dated : 2026

For Accepting Officer

Dated: ____ 2026

ACCEPTANCE

NIL 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 _____.

The said officer (s) is/are hereby authorized to sign and initial on my behalf, the documents forming part of contract.

The above tender is accepted by me on _____ day of _____ 2026 on behalf of the President of India for the contract sum of

_____, at the item rates quoted in Schedule 'A'.

Signature dated the _____ day of _____ 2026.

Chief Engineer
Accepting Officer
(For and on behalf of the
President of India)

(Signature of Contractor)
Dated : _____ 2026

For Accepting Officer
Dated: _____ 2026