



**Government of India  
Ministry of Water Resources,  
River Development and Ganga Rejuvenation  
Brahmaputra Board: Majuli Division  
Majuli**

**Name of work : Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)**

**NIT No. : BB/MD-02/2018**

October, 2018

**PRESS NOTICE**

**GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD  
NOTICE INVITING e-TENDER No. BB/MD-02/2018**

The Executive Engineer, Majuli Division, Brahmaputra Board, Majuli, P.O-Kamalabari, Dist:- Majuli, PIN 785106 invites on behalf of the Chairman, Brahmaputra Board online item rate bids **in two bid system** for following work :-

NIT No. BB/MD-02/2018

**Name of Work: Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)**

Estimated Cost put to tender: **Rs. 33,00,000.00**

Earnest Money Deposit: **Rs.66,000.00**

Cost of Tender Document: **Rs. 500.00**

Period of completion: 30 days,

Last time and date of submission of bid 30.10.2018 (upto 1100 hours)

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

-sd-

Executive Engineer  
Majuli Division  
Brahmaputra Board  
Majuli

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**PART - I**

**COST OF BID DOCUMENT, EMD & TECHNICAL BID**

**Name of the Work**

**Name of Work : Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)**

**Note**

The bids may only be submitted online after uploading the mandatory scanned documents such as Demand Draft / Banker's Cheque of any scheduled bank of Rs. **500/-** towards cost of bid document drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and Demand Draft / Banker's Cheque/Deposit at call/Fixed Deposit receipt of **Rs. 66000.00** towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Majuli Division, Brahmaputra Board, Majuli payable at Majuli and other documents as specified in the "INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE".

## ANNEXURE-20A.13.2

(New Annexure as per OM/MAN/224-B)

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

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

The Executive Engineer, Majuli Division, Brahmaputra Board, P.O – Kamalabari, Dist- Majuli, Assam, PIN 785106 on behalf of Chairman, Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financially sound Manufacturers/Companies/Firms in two bids system fulfilling eligibility and qualification requirements specified in Bidding Documents for the below mentioned work:

Sl. No	NIT No.	Name of work & location	Estimated cost put to bid (Rs. in lakh)	Earnest Money (Rs.)	Period of completion	Bid submission closing date & time	Period during which EMD, cost of bid document and other documents shall be submitted	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
01.	BB/MD-02/2018	Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)	<b>Rs 33.00 Lakh</b>	<b>66,000/-</b>	30 days	30.10.2018 (1100 hrs)	Upto 30.10.2018 (1600 hrs)	Technical bid on 31.10.2018 (1200 hrs.)

1. The bidders who fulfil the following requirements shall be eligible to apply:
  - a. The bidder should have experience of successfully completed works as mentioned below during the last seven years ending last day of the month of March, 2018.
    - i) Three similar works each cost not less than **40%** of the estimated cost put to Tender or two similar works each cost not less than **60%** of the estimated cost put to Tender or one similar work costing not less than **80 %** of the estimated cost put to Tender
  - b. Similar work shall mean supply, installation, testing, commissioning and maintenance of ADCP.

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

**(Scanned copy of Completion Certificate along with Work Order to be uploaded).**

- c. The bidder should have average annual financial turnover (gross) not less than **100%** of estimated cost put to tender during the last three years (2015-16, 2016-17 and 2017-18) **(Scanned copy of Certificate from Chartered Accountant to be uploaded)**. Ref Form A.
- d. The bidder should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March, 2018 **(Scanned copy of abstract of Profit and Loss account from CA to be uploaded)**. Ref Form A.
- e. The bidder should have a current solvency of **40%** of the estimated cost put to tender. Format is appended at Form B. The solvency shall not be older than 3 months from the date of submission of bid. **(Scanned copy of original solvency to be uploaded)**.
- f. Only original Indian manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be allowed to quote for the works. Similar works are defined as the works of supply, installation, testing, commissioning and maintenance of ADCP.
- g. The equipment offered models should be latest and should strictly conform to or exceed the product specification and be in satisfactory operation for 6 months as on date of bid opening. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening and have ISO certification for manufacturing process.
- h. Bids of bidders quoting as authorized representative of an equipment manufacturer, meeting with the above requirement in full, can also be considered provided :
  - (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and
  - (ii) the bidder, as authorized representative, of their manufacturer, has supplied, installed and commissioned satisfactorily at least one ADCP in India similar to the type specified in the Schedule of Requirements in the last three years which must be in satisfactory operation for at least 6 months on the date of bid opening. The bidder must provide evidence of providing maintenance services for the above type of ADCP in at least one centre in the purchaser's country (INDIA) for over one year.
  - iii) The bidder shall guarantee that adequate specialized maintenance capability and expertise will be made available in the country.
  - iv) The authorization shall be provided to cover entire period of the currency of the bid. This shall be not revoked under any circumstances.

- i. (a). The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the Purchaser's requirement in general and also the Purchaser's requirements specified in detail in Technical Specifications of this bidding document.  
(b). In case the bidder is not the manufacturer or producer of the goods it offers to supply and has submitted the bid in accordance with the bid shall include the above information about the manufacturer whose equipment is being offered.
- j. The bidder should submit upto date registration with Govt. of India/ State Govt. department; Income tax clearance certificate/PAN; GST Registration certificate; EPF Registration Certificate/Valid Labour License (Scanned copy to documents to be uploaded)
- k. Details of Service Centres and information on service support facilities that would be provided after the warranty period
- l. Eligible Goods and Services
  - 1. All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries.
  - 2. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 3. The origin of goods and services is distinct from the nationality of the Bidder.
- 2. The intending bidder must read the terms & conditions of **CPWD-6 FOR e-TENDERING** carefully. He/She should only submit his/her bid if he/she considers himself / herself eligible and he/she is in possession of all the documents required.
- 3. Information and instructions for bidders posted on website shall form part of the bid document.
- 4. The bid document consisting specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen/downloaded from website <http://eprocure.gov.in> free of cost. However, quantity of work may vary (increase or decrease) depending on actual requirement at site at the time of execution/utilization.
- 5. But the bid can only be submitted after uploading the mandatory scanned documents such as cost of bid (**Rs. 500/-**) in the form of Demand Draft/ Banker's Cheque of any scheduled bank drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and EMD (**Rs.66,000/-**) in the form of Demand Draft/Banker's Cheque/Deposit at call/Fixed Deposit receipt of any scheduled bank in favour of Executive Engineer, Majuli Division,

Brahmaputra Board, P.O.-Kamalabari, Dist: Majuli, Assam, PIN-785106 payable at Majuli and other documents as specified.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they may take training on online bidding process as per details available on the website.
7. The intending bidder must have valid Class-III digital signature to submit the bid.
8. The bidder can upload documents in the form of **JPG** format and **PDF** format.
9. **Certificate of Financial Turnover:** At the time of submission of bid, bidder may upload Affidavit/Certificate from Chartered Accountant (CA) mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details, if required, may be asked from the bidder after opening of technical bids. There is no need to upload entire voluminous balance sheet.
10. Bidder must ensure to quote rate of each item in Indian National Rupees (INR). If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
11. The Technical Bid shall be opened first on due date and time as mentioned in para 16 below. The financial bids of bidders qualifying the technical bid shall be opened subsequently.
12. No Pre Bid meeting shall be held for intending bidders.
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. The Brahmaputra Board (BB) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Brahmaputra Board shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender / bid.
15. **Submission of original documents:** - The bidders are required to submit following documents in original to the Executive Engineer, Majuli Division, Brahmaputra Board, P.O. - Kamalabari, Dist: Majuli, Assam, PIN-785106 up to specified date and time. If the office happens to be closed on the date of opening of the bids as specified, cost of bid and EMD will be received on the next working day at the same time and venue.
  - a) Bid Documents
  - b) Original Demand Draft/ Banker's Cheque towards the cost of bid document having validity of **90** (ninety) days.
  - c) Original Demand Draft/Banker's Cheque/Deposit at call/Fixed Deposit receipt towards EMD having validity of **90** (ninety) days.
  - d) Original Bank Solvency Certificate



- e) Any other affidavit/documents uploaded by the bidder during online submission of bid.
- f) Authorization letter from bidder for the person who will participate at the time of opening of the bid.

In case of failing of submission of above (a) & (d) before deadline, bidder will be declared non-responsive.

16. Summary of important dates is as below:

- (i) Document download / sale start date : 10.10.2018 (from 1800 hours onwards)
- (ii) Bid submission start date : 11.10.2018 (from 1800 hours)
- (iii) Bid submission closing date : 30.10.2018 (upto 1100 hours)
- (iv) Submission of Original Documents : 30.10.2018(upto 1500 hours)
- (v) Technical Bid opening date : 31.10.2018(1200 hours)

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

- (i) Bid document
- (ii) Demand Draft / Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
- (iii) Demand Draft / Banker's Cheque/Deposit at call/Fixed Deposit receipt of any Scheduled Bank against EMD.
- (iv) Upto date registration with Govt. of India/ State Govt. department; Income tax clearance certificate / PAN ; GST Registration certificate; EPF Registration Certificate/ Valid Labour License
- (v) Certificate of Work Experience of successfully completed works during last seven years ending 31<sup>st</sup> March 2018 duly certified by Executive Engineer / Project Manager or equivalent along with copy of Work Order.
- (vi) Certificate of average annual financial turnover (gross) from CA for the last three years ending 31<sup>st</sup> March 2018 (2015-16, 2016-17 and 2017-18).
- (vii) Certificate stating No Loss in more than two years during the last five years ending 31<sup>st</sup> March, 2018 from CA
- (viii) Bank Solvency Certificate.
- (ix) Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid.
- (x) Certificate for Authorisation from Manufacturer
- (xi) ISO certification for manufacturing process
- (xii) Any other document as specified in bid document / press notice

Executive Engineer  
Majuli Division  
Brahmaputra Board

## ANNEXURE - 20A.12 (Amended as per MAN/224B)

### CPWD-6 FOR e-TENDERING

1. The Executive Engineer, Majuli Division, Brahmaputra Board, P.O.- Kamalabari, Dist: Majuli, Assam, PIN-785106 on behalf of Chairman, Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financial sound Manufacturers/ Companies / Firms fulfilling eligibility and qualification requirements specified in the Bidding document in two bid system for the work "**Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)**".

1.1 The work is **Estimated to Cost Rs. 33,00,000.00 (Rupees thirty three lakh ) only**

This estimate, however, is given merely as a rough guide.

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

i) Three similar works each of value not less than the amount equal to **40%** of the estimate cost or two similar work each of value not less than the amount equal to **60%** of the estimated cost or one similar work of value not less than the amount equal to **80%** of the estimated cost in last 7 years ending 31<sup>st</sup> March, 2018. **Similar work shall mean** Supply, Installation, testing, commissioning and maintenance of ADCP. The certificate for successful completion of work should be issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.

2. Agreement shall be drawn with the successful bidder on prescribed **Form No. CPWD 9** or other standard Form as mentioned which is available as a Govt. of India Publication and also available on website [www.cpwd.gov.in](http://www.cpwd.gov.in). Bidders shall quote his/her rates as per various terms and conditions of the said form which will form part of the agreement. The entire bidding document and all the relevant correspondences/ corrigendum issued will also be the part of the Agreement.

3. The time allowed for carrying out the work will be **30 days** from the date of start of work. The date of start of work will be reckoned **from 10<sup>th</sup> day** from the date of issue of work order.

4. The works are to be executed as per specification and as per direction of Engineer-in-Charge.

5. The tender document consisting of plans (if any), specifications, the schedule of quantities of various class of work to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except "Standard General Condition of Contract Form" can be seen & downloaded from website <http://eprocure.gov.in> free of cost.

6. Interested bidders who wish to participate in the bid have to also make the following payments within the due date:

i) Cost of Bid Document Rs. **500/-** (Rupees five hundred) only (Non-refundable) in the form of Demand Draft / Banker's cheque of a scheduled bank drawn in

favour of Financial Adviser, Brahmaputra Board payable at Guwahati. The bid can only be submitted after uploading the mandatory scanned document towards cost of bid. The original document towards cost of bid and other documents are to be submitted/ deposited within due date and time to the Executive Engineer, Majuli Division, Brahmaputra Board, Majuli, P.O.-Kamalabari Dist: Majuli, PIN-785106.

ii) Earnest Money of **Rs. Rs.66,000.00/-** (Rupees sixty six thousand) only in the form of Demand Draft / Banker's cheque /Deposit at call/Fixed Deposit receipt of a scheduled bank drawn in favour of in favour of the Executive Engineer, Majuli Division, Brahmaputra Board, P.O. – Kamalabari, Dist: Majuli, Assam, PIN-785106 payable at Majuli shall be scanned and uploaded to the e-Tendering website within the due date and time. The original EMD should be deposited by the bidders within the due date and time to the Executive Engineer, Majuli Division, Brahmaputra Board, P.O. – Kamalabari, Dist: Majuli, Assam, PIN-785106.

7. Copy of certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded to the e-tendering website within the period of tender submission. **However, certified copy of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the bidder physically in the office of tender opening authority before within specified time.**

8. Online bid documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit, cost of bid document and other documents are found in order. The Price bid submitted shall be opened in respect of eligible bidders fulfilling the eligibility criteria. The bid submitted shall become invalid if-

- i) The bidder is found ineligible.
- ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of tender opening authority.

9. GST on material, Royalty, Purchase Tax, Turnover Tax, Excise Duty, Service Tax, Work Contract Tax, entry tax, freight charges or any other tax on materials/ work, as applicable, shall be paid by the contractor himself / herself. The contractor shall quote his/her rates considering all such taxes. Payment towards ESIC for continuation of Employee's Provident Fund etc. shall have to be borne by the Agency.

10. The bidder, whose tender is accepted, will be required to furnish performance guarantee of **5%** (Five Percent) of the tendered amount within the period specified in the bid document. His/her guarantee shall be in the form of Deposit at Call receipt of any scheduled bank /Banker's cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the contractor. The Bank Guarantee submitted against Security Deposit /

Performance Guarantee shall initially be valid upto 60 days after the stipulated date of completion of the work plus warranty obligation period which shall be extended further time to time depending upon the extension of the contract.

11. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the river / ground and sub- soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his/her own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself / herself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the Chairman, Brahmaputra Board, does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.

14. The competent authority on behalf of Chairman, Brahmaputra Board reserves to himself / herself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

15. The contractor shall not be permitted to bid for works in the Brahmaputra Board if his/her near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of General Manager and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Brahmaputra Board or in the Ministry of Water Resources, River Development & Ganga Rejuvenation. Any breach of these conditions by the contractor would render ineligible for award of work / continuing with the work.

16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his/her retirement from Government service, without the prior permission of the Government of India in writing. His/her contract is liable to be cancelled if either the contractor or any of his/her employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

17. The bid for the works shall remain open for acceptance for a period of **90 (Ninety)** days from the date of opening of bids/ **90 (Ninety)** days from the date of opening of financial bid in case bids are invited on 2 bid system. If any bidder withdraws his/her bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.

18. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his/her bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of the bid and acceptance thereof together with any correspondence leading thereto.
- b) Standard C.P.W.D. Form 9 and other standard forms mentioned which is part of uploaded tender document.

Executive Engineer,  
Majuli Division,  
Brahmaputra Board  
Majuli

## SECTION-II

**Government of India  
Ministry of Water Resources,  
River Development and Ganga Rejuvenation  
Brahmaputra Board: Majuli Division  
Majuli**

**C.P.W.D.-9**

State	:	Assam	Divisions	:	Majuli
Circle	:	Jorhat	Sub Divisions	:	Majuli Sub-Division No.-II

### **TENDER AND CONTRACT**

**FOR**

**Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)**

#### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Divisional/ Sub-Divisional Officer.

This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills. Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Divisional/ Sub-Divisional Officer shall also be open for inspection by the contractor at the office of the Divisional/ Sub-Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his/her behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the printed form, stating at what rate he is willing to undertake each item of the work. Tenderers which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Divisional/ Sub-Divisional Officer, or his/her duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Divisional/ Sub-Divisional Officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Divisional/ Sub-Divisional Officer or a duly authorized cashier.

8. Documents to be furnished in support of eligibility of the bidder

#### **INITIAL CRITERIA FOR ELIGIBILITY**

The initial criteria prescribed in Para (a) to (f) below will be scrutinized first and then the bidder's eligibility for the work will be determined.

- (a) The bidder should have satisfactorily completed during the last seven years ending last day of the month of **March 2018** –  
Three similar works each costing not less than **40%**, or two similar works each costing not less than **60%**, or one similar work costing not less than **80%** of estimated cost put to the tender.

**Similar work shall mean Supply, Installation, Testing, commissioning and maintenance of Acoustic Doppler Current Profiler (ADCP)**

- (b) The bidder should have had **average annual financial turnover (gross)** not less than **100%** of the estimated cost put to the tender during the immediate last 3 (three) consecutive financial years. The average annual financial turnover (gross) should be duly audited by a Chartered Accountant. Year in which no turnover is shown also be considered for working out the average. Refer **Form - A**

- (c) The bidder **should not have incurred any loss in more than two years** during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
- (d) The bidder should have a **solvency** of the amount equal to **40%** of the estimated cost put to the tender. Refer **Form – B**
- (e) Only original Indian manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be allowed to quote for the works. Similar works are defined as the works of supply, installation, testing, commissioning and maintenance of ADCP.
- (f) The bidder should submit up to date registration with Govt. of India/ State Govt. department; Income tax clearance certificate / PAN ; GST Registration certificate; EPF Registration Certificate/ Valid Labour License (Scanned copy to documents to be uploaded)

### **CONDITIONS OF CONTRACT**

**Clause (1)** The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract, to deduct such sum as long with the sum already deposited as earnest money, will amount :

- i) In the case of works costing up to Rs.1,00,000/- to 10% of the estimated cost of the work put to tender.
- ii) In the case of works costing more than Rs. 1,00,000/- and up to Rs.2,00,000/- to 10% on the first Rs.1,00,000/- and 7<sup>1</sup>/<sub>2</sub>% on the balance.
- iii) In the case of works costing more than Rs.2,00,000/- to 10% on the first Rs.1,00,000/-, 7<sup>1</sup>/<sub>2</sub>% on the next Rs.1 lakh and 5 (five) % on the balance, subject to a maximum of Rs.1,00,000/- only, unless he is/ they are exempted from payment of Security Deposit in individual cases or has/ have deposited the amount of security at the rate mentioned above, in cash or in the form of Govt. securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India. In case, a fixed deposit receipt of any Bank is furnished by the contractor to the Govt. as part of the Security Deposit and the Bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit, the loss caused thereby shall fall on the contractor and the contractor shall forthwith, on demand, furnish additional security to the Govt. to make good the deficit. Such deduction will be held by Govt. by way of security deposit provided always that the Govt. for his/her purpose shall be entitled to recover 10 (ten) % of the amount of each running bill till the balance of the amount of the Security Deposit is realized. All compensation or other sums of money payable by the contractor under the terms of his/her contract may be deducted from, or paid by the sale of a sufficient part of his/her Security



Deposit or from the interest arising there from; or from any sums which may be due to or may become due to the contractor by Govt. on any account whatsoever and in the event of his/her security deposit being reduced by reasons of any such deductions or sale as aforesaid, the contractor shall, within 10 days, make good in cash or guarantee bond executed in favour of the Chairman, Brahmaputra Board or Fixed Deposit receipt tendered by State Bank of India or by Scheduled Banks (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limits prescribed by Reserve Bank of India) or Govt. Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his/her Security Deposit or any part thereof. The Security Deposit shall be collected from the running bills of the contractor at the rate mentioned above and the earnest money, if deposited in cash at the time of tender, will be treated as part of Security Deposit.

**Note :** Govt. papers tendered as security will be taken at 5% below its market value or its full value, whichever is less. The market price of Govt. papers would be as ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of the deficiency in value of Govt. papers will be withheld if necessary, Govt. securities will include all forms of security mentioned in Rule 274 of G.F.R. except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.

**Clause (2)** The contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contract for every day not exceeding ten days that shall exceed his/her time, as and for, liquidated damages.

**Clause (3)** In every case in which the payment or allowance mentioned in Clause-2 shall have incurred for ten consecutive days, the Divisional/ Sub-Divisional Officer shall have the power to annul the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

**Clause (4)** If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Divisional/ Sub-Divisional Officer, who shall grant it in writing if reasonable ground be shown for it and without such written authority of the Divisional/ Sub-Divisional Officer, the contractor shall not claim exemption from the fine leviable under Clause-2. For the completion of the rest of the works, the contractor shall be entitled such extension of time as may be determined by Engineer-in-Charge.

**Clause (5)** The contractor shall give notice to the Divisional/ Sub-Divisional Officer (hereinafter called the Engineer-in-Charge) of his/her intention of making delivery of materials and, on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his/her assistant, and no material will be considered as delivered until so approved.

**Clause (6)** On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Divisional/ Sub-Divisional Officer

(hereinafter called the Engineer-in-Charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

The security deposit of the contractor shall not be refunded after the ending of the three months after the issue of certificate, final or otherwise, of completion of supply or till the final bill has been prepared and passed, whichever is later.

**Clause (6-A)** If at any time after the commencement of the supplies the Chairman, Brahmaputra Board shall, for any reason whatsoever not require the whole thereof as specified in the tender to be supplied, the Divisional Officer shall, in addition to his/her power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Chairman, Brahmaputra Board there under at any time after giving due notice in writing to the contractor of his/her desire to do so. In the event of such a notice being given

- a) The Divisional Officer shall be entitled to direct the contractor to complete the supply of the materials which are ready for delivery up to the date of the expiry of the notice and thereafter to cease their supply; all the articles or supplies received and accepted up to that date shall be paid for at the tender rate; and
- b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on his/her account.

**Clause (7)** No payment shall be made for supplies estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and a Certificate of Completion given. But in the case of supplies estimated to cost more than rupees five thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the delivery of materials, otherwise the Engineer-in-Charge's certificate of the measurements and of the total amount payable for the supplies accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his/her bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment, and (2) his/her own acceptance of the correctness of the account made out as being due to him by Government or his/her signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account of claim by payment to the bank. While the receipt given by such bank shall constitute a full and

sufficient discharge for the payment, the contractor should, wherever possible, present his/her bills duly received and discharged through his/her Bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equalities vis-à-vis the Chairman, Brahmaputra Board.

**Clause (8)** The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-Charge.

**Clause (9)** In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his/her own charge and cost, and in the event of his/her neglecting to do so within such period as may be named by the Engineer-in-Charge, that Officer may have such rejected materials removed at the contractor's risk and expenses, the expense incurred being liable to be deducted from any sums due, or which may become due, to the contractor.

**Clause (9-A)** The contractor/ seller hereby declares that goods/ stores/ articles sold or to be sold to the Govt. under his/her contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained mentioned in clause hereof and the contractor/ seller hereby guarantees that the said goods/ stores/ articles shall continue to conform to the description and quality aforesaid for a period of three months from the date of delivery of the said goods/ stores/ articles to the Engineer-in-Charge and that notwithstanding the fact that the Engineer-in-Charge may have inspected and or approved the said good/ goods be discovered not to conform to the description and quality aforesaid or to have deteriorated and the decision of the Engineer-in-Charge in that behalf will be final and conclusive and binding on the parties. The Engineer-in-Charge will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/ articles/ stores will be at the seller's risk and the provisions contained in Clause-9 hereof shall mutatis – mutandis apply to the removal of the goods/ stores/ articles rejected under this/her Clause. The contractor/ seller shall if called upon to replace the said goods/ stores/ articles of such portion there as has been rejected by the Engineer-in-Charge or otherwise the contractor/ seller shall pay to the Govt. such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Govt. in that behalf under this/her contract or otherwise.

**Clause (10)** If the contractor or his/her work people or servants shall break, deface, injure or destroy and building, road, road curbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass land or cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his/her own expenses, and in the event of his/her refusing or failing to do so, the damage shall be repaid at his/her expense by the Engineer-in-Charge, who shall deduct the cost from any sums due or which may become due, to the contractor.

**Clause (11)** The contractor shall supply at his/her own expense all tools, plant and implements required for the due fulfilment of his/her contract, and the materials shall remain at his/her risk till the date for final delivery, unless it shall have been in the meantime removed for use by the Engineer-in-Charge.

**Clause (12)** No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-Charge.

**Clause (13)** The contractor shall not sublet without the written permission of the Division Officer. In the event of the contractor subletting his/her contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his/her security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

**Clause (13-A)** The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class or materials, for which no rate is specified in this/her contract, then such class of materials shall be supplied at the rates entered in the APWD-SR on which the estimated cost is based; and if such class of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his/her receipt of the order to supply the materials inform the Engineer-in-Charge of the rate which it is his/her intention to charge for such class of materials, and if the Engineer-in-Charge does not agree to this rate he/she shall, by notice in writing, be at liberty to cancel his/her order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date or the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, decision of the Superintending Engineer of the Circle shall be final.

**Clause (13-B)** In every case in which by virtue of the provisions of Section-12, Sub-Section (1) of the Workmen's Compensation Act, 1923, Government is obliged to pay

compensation to workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of Government under Section-12, Sub-Section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by Government to the contractor whether under this/her contract or otherwise.

Government shall not be bound to contract any claim made against it under Section-12, Sub-Section (1) of the said Act, except on the written request of the contractor and upon his/her giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

**Clause (13-C)**

(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

**Explanation** : "Fair wage" means whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the C.P.W.D. for the district in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his/her sub-contractors in connection with the said work, as if the labourers had immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this/her Agreement the contractor shall comply with or cause to be complied with the C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct from the money due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her or their wages which are not justified by the terms of the contract or non-observances of the Regulations.

e) Under the provision of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages of weekly holiday to any

labourers, and pay the same to the persons entitled thereto, from any moneys due to the contractor.

f) Vis-à-vis the Central Government the contractor shall be primarily liable for any payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his/her right to claim indemnity from his/her sub-contractors.

g) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this/her contract.

**Clause (13-D)** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this/her Agreement, the contractor shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

**Clause (13-E)** In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department Contractor's Labour Regulations and Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/ they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50/- for every default, breach of furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.50/- per day for each day of default subject to maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

**Clause (13-F)** Hutting for Labour – The contractor(s) shall at his/her/ their own cost provide his/her/ their labour with a sufficient number of huts (hereinafter referred to as the Camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

1 (a) The minimum height of each hut at the eye level shall be 7 feet and the floor area to be provided will be at the rate of 30 sq. ft. for each member of the worker's family staying with the labour.

(b) The contractor(s) shall, in addition, construct suitable cooking places having a minimum area of 6' X 5' adjacent to the hut for each family.

(c) The contractor(s) also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2 (a) All the huts shall have walls sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plaster with mud gobi and shall be at least 6 inches above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water tight.

(b) The contractor(s) shall provide each hut proper ventilation.

(c) All doors windows, and ventilators shall be provided with suitable leaves for security purpose.

(d) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-Charge, back to back construction will be allowed.

3. **Water Supply** – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/her/ their own cost makes arrangements for laying pipe lines for water supply to his/her/ their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.

4. The site selected for the camp shall be high ground, removed from jungle.

5. **Disposal of Excreta** – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/ authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/ authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. **Drainage** – The contractor(s) shall provide efficient arrangements for draining away sewage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**Clause (13-G)** In respect of all labourer directly or indirectly employed in the work for the performance of the contractor(s) part of this arrangement, the contractor shall at his/her own expense arrange for the safety provision as per C.P.W.D. safety code framed from the time to time and shall at his/her own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of ` 50/- for each default and in addition the Engineer-in-Charge shall at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

**Clause (14)** Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein-before mentioned and as to the quality of workmanship, or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Chief Engineer, Brahmaputra Board and if the Chief Engineer, Brahmaputra Board is willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which this Agreement relates and that in course of his/her duties as such Government servant he had expressed views on all or any of the matters in disputes or difference. The award of the arbitrator----- to whom the matter is originally referred being transferred or vacating his/her office or being unable to act for any reason Chief Engineer, Brahmaputra Board as aforesaid at the time of such transfer/ vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms or the contract. Such persons shall be entitled to proceed with reference from the stage at which it was left by his/her predecessor. It is also a term of this/her contract that one person other than a person appointed by Chief Engineer, Brahmaputra Board as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to arbitration proceeding under this/her clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this/her clause together with the amount or amounts claimed in respect of such disputes.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this/her contract.

**Clause (15)** On the breach of any term or condition of this/her contract by the contractor, the said Chairman, Brahmaputra Board shall be entitled to forfeit the



security deposit, or the balance thereof, that may at that time remaining, and to realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Chairman, Brahmaputra Board to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

**Interpretation Clause:**

The Divisional Officer means, the Divisional Officer for the time being of the Division concerned.

The Sub-Divisional Officer means the Sub-Divisional Officer for the time being of the Sub-Division concerned.

Words importing the singular number only include the plural number and vice-versa.

**Termination of contract on death:**

**Clause (16)** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the Chairman, Brahmaputra Board shall have the option of terminating the contract without compensation to the contractor.

**Clause (17) (1)** Whenever any claim against the contractor for the payment of a sum of money arises out or under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, and to sell any Government promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract of any work claimed by him to have been done by him under the contract or any works claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-Clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDED that Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Should this/her tender be accepted, I/ we hereby do agree to abide by and fulfil all the terms and provisions of the said conditions annexed hereto so far as applicable and or in default thereto forfeit and pay to the Chairman, Brahmaputra Board or his/her successor in office the sum of money mentioned in the said conditions. A sum of Rs. .... is hereby forwarded in Cash/ bank Draft as earnest money. If I/ we fail to deposit the amount of security deposit specified against (ii) (a) in the above memorandum in accordance with the Clause-1 of the said conditions of contract, I/ we agree that the said Chairman, Brahmaputra Board or his/her successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such Security Deposit. I/ we further agree that the said Chairman, Brahmaputra Board or his/her successors in office shall also be at liberty to cancel the acceptance of the tender if I/ we fail to deposit security amount as aforesaid.

Signature of Tenderer: .....

Address : .....

.....

Signature of Witness :

.....

Address :

.....

Dated : The ....., 2018

The above tender is hereby accepted by me on behalf of the Chairman, Brahmaputra Board.

Dated : The ....., 2018

.....

Signature of the Officer by whom

the tender is accepted

## PROFORMA OF SCHEDULES

### SCHEDULE - 'D'

### SCHEDULE - 'E'

Reference to General Conditions of contract

Name of work: Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC).

i)	Estimated cost of work	Rs. 33,00,000.00
ii)	Earnest Money	Rs. 66,000.00
iii)	Performance Guarantee	5% of tendered value of work
iv)	Security Deposit	5% of tendered value of work

### SCHEDULE - 'F'

Reference to General Conditions of contract

Officer inviting tender:

: Executive Engineer, Majuli Division,  
Brahmaputra Board, P.O.  
Kamalabari,

Dist. Majuli, Assam, PIN 785106

### **Definitions:**

2(v)	Engineer-in-Charge	Executive Engineer, Majuli Division, Brahmaputra Board, P.O.- Kamalabari, Majuli-785106
2(viii)	Accepting Authority	Chairman, Brahmaputra Board
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	
2(xi)	Standard Schedule of Rates	Quotation rate
2(xii)	Department	Brahmaputra Board
9(ii)	Standard CPWD contract Form	CPWD form 7/8 as modified & corrected up to latest amendments.

### **Clause 1**

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 07 (seven) days

ii) Maximum allowable extension beyond : 07 (seven) days  
the period provided in (i) above in days

iii ) Payment : Payment will be made as per availability  
of fund.

**Clause 2**

Authority for fixing compensation under clause -2: Superintending Engineer, Jorhat Circle

**Clause 2A**

Whether Clause 2A shall be applicable: No

**Clause 5**

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

**SECTION III – SCHEDULE (D)**  
**SCHEDULE OF REQUIREMENTS**

1. LIST OF GOODS & RELATED SERVICES AND DELIVERY PERIOD .....
2. TECHNICAL SPECIFICATIONS .....

## 1. LIST OF GOODS & RELATED SERVICES AND DELIVERY PERIOD

Line Item No.	Description of Goods and Related Services	Quantity	unit	Destination (Project site)	Desired Delivery Period for completion of supply from the date of the Contract
1	Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC)	1	No	Office of the Executive Engineer, Majuli Division, Brahmaputra Board, Kamalabari, Majuli, Assam	30 days

## 2. TECHNICAL SPECIFICATIONS OF ADCP

<b>Site conditions</b>	
Ambient Temperature	- 5 to 45° C
Humidity	5 to 100 %
Mode of operation	Real time from a sailing boat/bridge/cableway
<b>Sensor</b>	
	Down looking ADCP for measurement of discharge in open channel environment
Velocity profiling range	0.4 to 60 m
Profiling velocity	± 20 m/sec
Velocity accuracy	0.25 % of measured velocity
Velocity resolution	0.001 m/sec
Depth range	0.3 to 80 M
Depth accuracy	± 1 %
Depth Resolution	0.001 M
Positioning	Capability to acquire position by bottom tracking. Optional position to acquire position by using DGPS / GPS
Computations	All performed internally or on Windows based software (also to be supplied
Vertical Beam range	0.3 to 80 M
Platform	Rugged board or float or boat possibly of Polyethylene or similar material to be used as a mount for mounting the ADCP along with appropriate cable lengths (power and Communication cables), connectors, batteries for different systems of ADCP. The system should be operable from a sailing boat/ bridge or cable way
Positioning	DGPS / GPS for positioning in case of moving bed
Tethers	All necessary tethers and taglines
Software	Windows based software for display of velocity, discharge, depth and width information in real time
Hardware	Laptop PC suitable for communicating with the ADCP, DGPS / GPS and other devices for running the associated ADCP software in the field, and for communicating with office based PCs for subsequent data transfer through suitable Real time interfacing. .
<b>General features</b>	
Tools	Complete toolkit for installation and routine maintenance
Manuals	Full documentation and maintenance instructions in English
Warranty	<b>24 Months onsite warranty</b> from the date of Commissioning

**Specification for hardware**

(Laptop for processing)

Quantity	1 No. with carrying case
Operating system	WINDOWS 10 (Preloaded)
Processor	INTEL CORE i7 OR BETTER
Memory	4 GB DDR 4 OR BETTER
Hard drive description	1 TB 5400 RPM HDD OR BETTER
Display	35.36 cm diagonal HD OR BETTER
Optical disk drive	DVD writer
Antivirus	Standard antivirus for 1 year
Battery description	Backup to 12 Hours
Mouse	Optical mouse
Warranty	2 YEAR ONSITE WARRANTY (min)

**TRAINING**

Training on supply: For the ADCP supplied, the supplier is required to train the designated purchasers technical and end-user personnel to enable them to effectively operate the total system at least **for two days**. The training schedule will be agreed to by both parties during the performance of the Contract.

All arrangements for training will be made by the purchaser at their cost. The trainings will be conducted at site as per desire of the purchaser.



### **3. Measurement and Mode of Payment**

Measurements of the surveying instruments will be in numbers.

Payment will be made after receipt of the surveying instruments and after installation and commissioning and training at Majuli with supplied equipment with necessary documents as required by the EIC. The contractor will submit his/her bill to the Executive Engineer, Majuli Division for supplies to Majuli Division. The Supplier's request for payment shall be made to the Purchaser- Executive Engineer, Majuli Division in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the dispatch documents, packing list, Manufacturer's/Supplier's warranty certificate, and upon fulfillment of all other obligations stipulated in the Contract. The payments shall be made in Indian Rupees as per Govt norms to the Supplier under this Contract.

#### **Warranty**

(a) The warranty period shall be 24 months from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion replace the whole or part of the equipment free of cost and extend warranty period for next two year from the date of replacement;

“Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 24 months.”

The period for correction of defects in the warranty period is 7 days.

(iv) Maintenance service

a) Free maintenance services shall be provided by the Supplier during the period of warranty including replacement of the defective goods or parts thereof, free of cost.

b) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for suppliers maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 7 days.

c) The supplier shall guarantee a 90% uptime for systems. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is

repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 1000/- per ADCP unit per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

#### Comprehensive Annual Maintenance Contract (CAMC)

1. All the equipments along with their peripherals & accessories (including third party items) and all the software applications including OS amongst other not explicitly mentioned hereunder shall have to be covered by Comprehensive Annual Maintenance Contract (CAMC) for three (3) years.

2. CAMC period will start after successful completion of Warranty period.

3. The bidder has to quote the total CAMC charges per year separately for three year and enclose the detailed break-up of the CAMC per year in terms of different items covered along with the bid. The charges quoted against CAMC for three (3) years will be considered for commercial evaluation.

4. The CAMC will include preventive as well as corrective maintenance.

5. In case of any defect in any of the surveying equipments along with their peripherals & accessories (including third party items) during AMC period, the supplier shall arrange to replace/repair the defective part at his cost and ensure that the equipments and peripherals are in ready to use state throughout the currency of the contract.

6. During the CAMC period for routine maintenance, repairing/replacement of all the supplied equipment should be done once in six months. All the repairing, maintenance, should be OEM certified.

7. CAMC should also include supply, installation and maintenance of all the software upgrades as well as those already installed & commissioned as per scope of the tender with necessary additional hardware, if any, free of cost at the earliest.

8. The bidder has to ensure the availability of all the accessories for the machines throughout the currency of contract and has to provide the same to the purchaser free of cost as and when the same are required for smooth running of the equipments.

9. CAMC charges shall be payable half yearly after successful completion of the CAMC services for that period against submission of bills. Any consequence loss (liquidated damage) amount levied on the bidder will be adjusted from that period's CAMC charge.

## Payments

Payment for Goods and Services under contract Part-A shall be made in Indian Rupees as follows:

(i) Advance Payment: Nil.

(ii) On Delivery: 80% (Eighty percent) of the contract price shall be paid on receipt of Goods and on successful testing, commissioning and training of Personnel in ADCP upon submission of the documents as stated in SCC. However an advance copy of the supplier's invoice for these goods shall be sent to the purchaser separately.

(iii) On Final Acceptance: the remaining 20% (twenty percent) of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.

## ADDITIONAL CONDITIONS:

- 1) All items in Schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools & equipments etc and cost of transportation to delivery sites as mentioned in the tender. All rate quoted by the contractor will be inclusive of labour, transportation of materials, all consumable material cost, tools & equipments, including all taxes, permits etc. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 2) If situation demands, the printed challan in a book form with numbering will be arranged by the contractor for transport of materials necessary for the work.
- 3) All the materials brought to the site must be subject to approval of the Engineer-in-Charge or his/her authorized representative. Rejected materials must be removed by the contractor at his/her own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer-in-Charge shall have the authority to cause such removal at the cost & expense of the contractor and the contractor shall not be entitled to any loss or damage on this/her account.
- 4) **The Department shall deduct Income Tax, Sales Tax/ GST and or any other prevailing tax as per norms at the time of releasing payment of interim bills/ final bill.**
- 5) **The successful bidder shall have to impart training for handling and proper use of the supplied equipments at Majuli at their own cost.**
- 6) Accident :
  - (i) It shall be the responsibility of the contractor to protect against accidents on the works and the workmen engaged by him in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property resulting from and in the course of works and also under the provision of the Workman's Compensation Act.

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

Executive Engineer  
Majuli Division

## **SPECIAL CONDITIONS OF CONTRACT**

### 1) Start of supply to be notified:

The contractor will notify the Engineer-in-charge in writing about his/her intention to start the supply work. The supply work will be taken up with the consent of the Engineer-in-Charge.

### 2) Permits for materials:

It will be bidder's responsibility to arrange for permit for transportation of materials to the delivery sites in Majuli. The Departments may however, help in arranging the permit if requested but the contractor will have to pay the charges if any. However the work could not be delayed due to non receipt of road permit from concerned State Government. The bidders after getting the order to supply should immediately apply for permit and have to arrange it in time.

### 3) Supply details:-

Before the dispatch of any materials to be supplied by him, the contractor shall duly notify the Executive Engineer regarding the source of supply and the route over which such materials is to be transported.

### 4) Leviale charges:

The following charges, where leviale are payable by the contactor:

a. Demurrage of wherever, if so levied due to contractor's fault.

b. Compensation for damage, use or appropriation of private property.

Such charges, if any, will be recovered by the Department from the Contractor and will be paid to the concerned department.

### 5) DUTIES & TAXES(as applicable):

#### (i) Excise Duty

The tenderers must clearly indicate the rate/quantum of Excise duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. They should also indicate their Registration. In the case of Small Scale Industrial Units, they should indicate the rates of duties in various turnover slabs.

If a tenderer states that the Excise Duty is NIL, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him under any circumstances.

If a tenderer states that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rate of Excise Duty for the equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise Duty

even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

In case no information about duty / taxes is given, it will be taken as inclusive.

The tenderers should furnish the details of their turn over and the Excise Duty paid by them in the last three financial years in the Form A:

## ii) TAXES

Tenderer should indicate whether the prices quoted are exclusive or inclusive of sales tax. They should indicate the rate(s) of GST/Local Sales Tax (as may be applicable) and Central Sales Tax. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

### (iii) Octroi duty and Local Taxes

Normally the stores supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorized officers. Whenever required, the Contractors should approach the purchaser/Indenter/Consignee for the same in time along with dispatch details to avoid payment of such local taxes or duties.

- 6) Unless otherwise specified, all tender item rates are inclusive of the supply of materials and all handling and transport charges to work.

## 7) Delivery and Documents

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by E-mail/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

(i) Duplicate Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

(ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);

(iii) Duplicate Copies of packing list identifying the contents of each package;

(iv) Insurance Certificate;

(v) Manufacturer's/Supplier's warranty certificate;

(vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

(vii) Certificate of Origin; and

(viii) Instructions & operation manuals – 2 sets with each ADCP.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

- 8) When the Engineer-in-charge accepts a power of attorney executed by a contractor as conferring authority on a bank to receive payment on his/her behalf, all payment under the contract may be made direct to the bank. On contractor's own acceptance of the correctness of the amount made out as being due to him by the Department, but in case of dispute between the contractor and the bank all dues to the contractor will be kept in deposit till the contractor and the bank (through an authorized agent) arrive at an amicable settlement or either party established its claim by recourse of law.
- 9) The contractor shall employ necessary watch and ward establishment for the purpose at his/her own cost till measurements are made.
- 10) After completion of the warranty period Comprehensive Annual Maintenance Contract (CAMC) for ADCP installed as mentioned under part-B will be provided by the contractor.
- 11) Contract for schedule of requirement under part –B i.e. Comprehensive Annual Maintenance Contract (CAMC) will be signed 1 month before expiry of the warranty period. For part-B all terms and conditions of the bid documents will be applicable.
- 12) Performance Security for part-B Comprehensive Annual Maintenance Contract (CAMC) in favour of Executive Engineer, Majuli Division for an amount of 10% of the total value of the contract for Comprehensive Annual Maintenance Contract (CAMC) only two months before expiry of the warranty period. The performance guarantee submitted by the contractor shall be valid up to six month beyond the completion of the maintenance contract.
- 13) Payment for post warranty Annual Maintenance Charges shall be paid at the end of each half year from the date of completion of the warranty subject to satisfactory services rendered as specified in the bid documents and the resultant contract as per the rates quoted in the price schedule, on production of certificate for satisfactory performance during that period issued by the purchasers representatives, where ADCP has been delivered. Bills in triplicate must be submitted to the concerned paying authority for payment under contract price part- B as per the payment terms of Comprehensive Annual Maintenance Contract (CAMC).
- 14) The contractor must not sublet the work or any part of the work without the permission of Brahmaputra Board.

- 15) The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 16) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- 17) The water and electricity required for the work and for their own camp purpose shall be arranged by the contractor.
- 18) Price variation: The accepted tender rate/L.S. price shall remain firm for the entire period of supply and no price variation will be allowed during entire contract period.
- 19) If arbitration arises, the jurisdiction will be the "Gauhati High Court".

Executive Engineer  
Majuli Division  
Brahmaputra Board  
Majuli



**INTEGRITY PACT**

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**Sub: NIT No. BB/MD-02/2018 for the work of "Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli"**

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer  
Majuli Division  
Brahmaputra Board  
Majuli

## INTEGRITY PACT

To,

The Executive Engineer,  
Majuli Division,  
Brahmaputra Board,  
Majuli  
P.O:- KAMALABARI  
PIN-786109

Sub: Submission of Tender for the Work **“Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli”**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To,

The Executive Engineer,  
Majuli Division,  
Brahmaputra Board,  
Majuli  
P.O:- Kamalabari  
PIN-786109

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2018

**BETWEEN**

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

**AND**

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

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. **BB/MD-02/2018**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure contract for "Supply ,Installation,Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD siote at Salmara, Majuli including post warranty Comprehensive Annual Maintenance Contract (CAMC) hereinafter referred to as the "**Contract**"

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

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

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

## **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this/her regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself / herself to take all measures necessary to prevent corruption. He commits himself / herself to observe the following principles during his/her participation in the Tender process and during the Contract execution.
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract/
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the

- business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his/her bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
  - 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his/her reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**  
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this/her regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

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

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

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

#### **Article 6- Duration of the Pact**

His/her Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be

valid despite the lapse of his/her Pacts as specified above, unless it is discharged/determined by the Competent Authority, Brahmaputra Board.

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

[Refer para 7 of NIT-CPWD-6]

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

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



5. We ..... further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time to time of performance by the said contractor(s) from time to time or to postpone for any time or from 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 of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this/her provision, have effect of so relieving us.
  
6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
  
7. We ..... lastly undertake not to revoke his/her Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
  
8. His/her Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this/her Guarantee is restricted to Rs ..... (Rupees .....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this/her Guarantee all our liabilities under this/her Guarantee shall stand discharged.  
Dated the .....day of ..... for..... .

(Indicate the name of the Bank)

**Form A**

**Financial Information**

Financial Year	Total Turnover (Rs. in lakh)	Profit /Loss	Total Excise Duty paid (Rs. in lakh)	Excise Duty paid on subjects stores
2017-2018				
2016-2017				
2015-2016				

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

**FORM - B**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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

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

(Signature)  
For the Bank

**NOTE –**

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

## **Price Schedule Forms**

[The Bidder shall fill in the Price Schedule online (using the Schedule uploaded with the bidding documents) in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedule shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

**Name of Work:** “Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) for establishing GD site at Salmara, Majuli”

**Name of the Bidder/ Bidding/Firm /Company**

Part-A

<b><u>PRICE SCHEDULE</u></b>
<b>Part-A Supply, Installation, Testing &amp; commissioning of Acoustic Doppler Current Profiler (ADCP) including all accessories like laptop, GPS etc as per specification and training etc</b>

Sl. No.	Item Description	Quantity	Units	BASIC RATE per unit In Figures To be entered by the Bidder	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	7	8
1	Supply, Installation, Testing & commissioning of Acoustic Doppler Current Profiler (ADCP) including all accessories like laptop, GPS etc as per specification and training etc	1	set			
1.01	GST for item 1	1	set			
<b>Total in Figures of Part-A</b>						

**Part-B-Details of post warranty Comprehensive Annual Maintenance Contract (CAMC)**

3	AMC Charges					
3.01	AMC charges for 1st year	1	job			
3.02	AMC charges for 2nd year	1	job			
3.03	AMC charges for 3rd year	1	job			
	<b>Total GST for item3</b>	1	job			
<b>Total in Figures of Part-B</b>						
Total of Part-A + Part B in figure						
Total of Part-A + Part B in words						

