



जल शक्ति मंत्रालय  
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग  
Ministry of Jal Shakti  
Department of Water Resources,  
River Development and Ganga Rejuvenation  
ब्रह्मपुत्र बोर्ड  
Brahmaputra Board



Name of Work: Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)

NIT No. BB/GD/ACTT-107/NIT-09/2019-20

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ब्रह्मपुत्र बोर्ड, बशिष्ठ, गुवाहाटी - 781029

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## **Tender NOTICE**

### **GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD NOTICE INVITING e-TENDER No. BB/ BB/GD/ACTT-107/NIT-09/2019-20**

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

**Name of Work :** Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)

Estimated Cost put to tender	:	<b>Rs. 3.835 lakh</b>
1) Earnest Money Deposit	:	<b>Rs. 8000.00</b>
2) Time allowed for completion	:	<b>90 days</b>
3) Bid submission closing date	:	14.09.2019 (upto 1700 hours)

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

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**PART - I**

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

**Name of the Work**

Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)

**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 (Non refundable) drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and Demand Draft / Banker's Cheque / Fixed Deposit Receipts of **Rs. 8000.00** towards Earnest Money Deposit (EMD) in favour of Financial Adviser, Brahmaputra Board payable at Guwahati 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, Guwahati Division, Brahmaputra Board, Guwahati on behalf of Chairman, Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financially sound Indian Firms fulfilling eligibility and qualification requirements specified in Bidding Documents for the below mentioned work :

Sl. No.	NIT No.	Name of work & location	Estimated cost put to bid (Rs. In lakh)	Earnest Money	Period of completion	Bid submission closing date & time	Period during which EMD, cost of bid document and other documents in original shall be submitted	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
01	BB/G D/AC TT- 107/N IT- 09/20 19-20	Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)	3.835	<b>Rs. 8000.00</b>	90 days	14.09.2019 (1700 hrs)	Upto 16.09.2019 (1100 hrs)	Technical bid on 16.09.2019 (1530 hrs)

1. 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 previous day of this bid submission closing date-
    - 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
    - ii) Similar work shall mean Design, Development / Maintenance of website of Government organizations/PSUs

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 to be uploaded)**.

- b. The bidder should have an office in a radius (aerial) of 30 km from Brahmaputra Board Head Quarter Office, Basistha, Guwahati-29 with their infrastructure for the work. Joint ventures & consortiums are not allowed to participate in the bid. The bidder should submit the information in respect of his organization in **Form-F. (Scanned copy of document 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 (2016-17, 2017-18 and 2018-19) **(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, 2019 **(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. The bidder /firm should have the following:-
  - 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
  - ISO certification**(Scanned copy of above to be uploaded)**
- g. The bidder should have the following minimum competency.
  - a. Past experience in creating and maintaining very professionally and exceptionally creative websites.
  - b. Excellent I.T. skills and project management skills
  - c. Strong editorial team with communications skills to write clearly and compellingly in Hindi & English
  - d. Ability to juggle priorities and deadlines and perform well under pressure
  - e. Ability to respond quickly to the maintenance requirement in the post commissioning phase.
  - f. Awareness on the latest smart technologies for website development.
  - g. Ability to regularly maintain, update the developed website.

The bidder should submit a self certificate / undertaking in this regard for the above competency stating availability of sufficient manpower for the work. **(Scanned copy of undertaking to be uploaded)**.

- h. At the time of submission of tender, the tenderer shall have to furnish an affidavit as under **(Scanned copy of affidavit to be uploaded)** :-

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

- i. An Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid. **(Scanned copy of affidavit to be uploaded)**
2. The intending bidder must read the terms & conditions of CPWD-6 FOR e-TENDERING carefully and also other guidelines of Govt. Of India. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
  3. Information and instructions for bidders posted on website 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, may vary (increase or decrease) depending on actual requirement.
  5. But the bid can only be submitted after uploading the mandatory scanned documents such as cost of bid (Rs. 500.00) in the form of Demand Draft or Bankers Cheque of any scheduled bank drawn in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and EMD (Rs. 8000.00) in the form of Demand Draft / Banker's Cheque / Fixed Deposit Receipt of any scheduled bank in favour of Financial Adviser, Brahmaputra Board payable at Guwahati and other documents as specified.

Exemption from submitting EMD: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from submission of the EMD. However the MSE certified bidder has to enclose the documentary proof to get exemption.

6. Those Bidders not registered on the website mentioned above, are required to get registered beforehand. If needed, they may take training on online bidding process as per details available on the website.
7. The intending bidder must have valid Class-III digital signature to submit the bid.
8. The bidder can upload documents in the form of JPG format and PDF format.

9. Certificate of Financial Turnover: At the time of submission of bid, bidder may upload Affidavit / Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and profit and loss accounts for last 5 years. Further details, if required, may be asked from the bidder after opening of technical bids. There is no need to upload entire voluminous balance sheet.
10. Bidder must ensure to quote rate of each item online. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero). Financial / price Bid should be submitted online only. Rate quoted by bidders should include all taxes (including GST), Manpower cost, conveyance cost and any third party cost / fees /taxes. The Brahmaputra Board website is already hoisted in NIC server and only Hoisting fees (other than development cost etc) claimed by NIC, if any, in future to be borne by Brahmaputra Board.
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, Guwahati Division, Brahmaputra Board, Basistha, Guwahati within specified date and time. If the office happens to be closed on the date of opening of the bids as specified, the documents will be received on the next working day at the same time and venue.
  - a) Bid Document duly signed
  - b) Original Demand Draft / Bankers Cheque towards the cost of bid document having validity of 90 (ninety) days.
  - c) Original Demand Draft / Bankers Cheque / Fixed Deposit Receipts towards EMD having validity of 90 (ninety) days.
  - d) Original Bank Solvency Certificate
  - e) Original Affidavits as mentioned at Clause 1 of ANNEXURE-20A.13.2 of bid document
  - f) Any other affidavit / documents uploaded by the bidder during online submission of bid
  - g) Authorization letter from bidder for the person who will participate at the time of opening of the bid.

In case of failure to submission of above (a) to (d) before deadline, bidder is liable to be declared non-responsive.



16. Summary of important dates is as below:

- (i) Document download / sale start date: 05.09.2019 (from 1200 hours onwards)
- (ii) Bid submission start date : 05.09.2019 (from 1400 hours)
- (iii) Bid submission closing date : 14.09.2019 (up to 1700 hours)
- (iv) Submission of Original Documents : 16.09.2019 (up to 1100 hours)
- (v) Technical Bid opening date : 16.09.10.2019 (1530 hours)

17. List of documents to be signed, scanned and uploaded online 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 / FDR of any Scheduled Bank against EMD.
- (iv) Certificate of Work Experience of successfully completed works during last seven years ending previous day of this bid submission closing date duly certified by and Executive Engineer / Project Manager or equivalent.
- (v) Certificate of Financial Turnover from CA for the last 3 years ending 31<sup>st</sup> March, 2019 (2016-17, 2017-18 and 2018-19)
- (vi) Certificate of Profit and loss accounts from CA for the last 5 years ending 31<sup>st</sup> March, 2019 (2014-15, 2015-16, 2016-17, 2017-18 and 2018-19)
- (vii) Bank Solvency Certificate.
- (viii) Up-to-date Registration of Government of India / State Government; Income Tax Clearance Certificate / PAN; GST Registration Certificate; EPF Registration / Valid Labour License; ISO certificate
- (ix) Affidavit as mentioned at Clause 1 of ANNEXURE-20A.13.2 of bid document
- (x) Other documents as mentioned at Clause 1 of ANNEXURE-20A.13.2 of bid document
- (xi) Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid.
- (xii) Undertaking of the bidder in letter head of the agency for competency for the work with availability of Manpower as per clause 1 (g).
- (xiii) Any other document as specified in the Tender notice / bid document.

18. All documents submitted / uploaded by the bidder are to be signed. The Brahmaputra Board shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

19. Further, all information/data/reports/pitches/data or other material submitted to Brahmaputra Board under this Tender by the Bidder / Applicant shall become the property of Brahmaputra Board. The bidder hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to Brahmaputra Board. The Bidder further agrees and undertakes that Brahmaputra Board may use the

aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Bidder shall not have any objection whatsoever in Brahmaputra Board using the same.

20. The firm shall be a legal entity as per the GOI rules/regulations and laws of the land. The jurisdiction for any legal procedure shall be Gauhati High Court.

Executive Engineer  
Guwahati Division  
Brahmaputra Board

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

### NIT / CPWD-6 FOR e-TENDERING

1. The Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN 781029 on behalf of Chairman, Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financial sound Firms fulfilling eligibility and qualification requirements specified in the Bidding document in two bid system for the work "Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)".

1.1 The work is **Estimated to Cost Rs. 3,83,500.00 (Rupees three lakh eighty three thousand five hundred) 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 previous day of this bid submission closing date. **Similar work shall mean** Design, Development / Maintenance of website of Government organizations/PSUs. 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 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 **90 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 / Executive Engineer (HQ).

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, Guwahati Division, Brahmaputra Board, Basistha, Guwahati PIN 781029.

ii) Earnest Money of **Rs. Rs. 8,000.00/-** (Rupees eight 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 Financial Adviser, Brahmaputra Board payable at Guwahati 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, Guwahati Division, Brahmaputra Board, Basistha, Guwahati PIN 781029.

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 (Executive Engineer, Guwahati Division, Brahmaputra Board) 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/ financial bid submitted online 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 bidder himself / herself. The bidder / 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 bidder. All the cost towards obtaining security audit and website quality certificate shall be borne by the Bidder / contractor / firm and therefore rates to be quoted considering all charges.

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 and examine thoroughly and satisfy themselves before submitting their bids as to the nature of the work, Government of India Guideline, Security audit, compatibility, conveyance required for the work, the accommodation they may require and in general shall themselves obtain all necessary information as to third party cost, risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the work 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, local conditions, Govt of India Guidelines 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 bidder shall not be permitted to bid for works in 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 Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation. Any breach of these conditions by the contractor would render ineligible for award of work / continuing with the work.

16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his/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 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,  
Guwahati Division,  
Brahmaputra Board  
Guwahati

## **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 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/ work on or before the dates mentioned in the tender. Failing which he shall be subject to pay liquidated damages / penalty as mentioned in Tender Document.

**Clause (3)** In every case in which the penalty or allowance mentioned in Clause-2 exceeds 10% of the value of the work, the Executive Engineer in charge shall have the power to annul the contract and to have the work 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/ work so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Executive Engineer in charge, who shall grant it in writing if reasonable ground be shown for it and without such written authority of the Executive Engineer in charge, the contractor shall not claim exemption from the fine leviable under liquidated damages / penalty as mentioned in Tender Document. For the completion of the rest of the works, the contractor shall be entitled such extension of time as may be determined by Brahmaputra Board.

**Clause (5)** The contractor shall give notice to the Executive Engineer (HQ), Brahmaputra Board (hereinafter called the Engineer-in-Charge / Divisional Officer) of his/her intention of making delivery/execution of materials/ work and, on the work being approved, a receipt shall be granted to him by the Executive Engineer in charge 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 /work, the contractor shall be furnished with a certificate to that effect by the competent authority of Brahmaputra Board but the work 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 / hoisting or till the final bill has been prepared and passed, whichever is later.

**Clause (8)** The materials/ work shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such work only as are approved by the Brahmaputra Board.

**Clause (9)** In the event of the material/work being considered by the Brahmaputra Board to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove / modify 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/modified 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 /work 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/ work 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/ work 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/work or such portion thereof as may be discovered not to conform to the said description and quality. Nothing herein contained shall prejudice any other right of the Govt. in that behalf under his/her contract or otherwise.

**Clause (10)** If the contractor or his/her work people 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 office 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 work and the contractor shall be bound to execute 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 work which the contractor may be directed to execute in the manner above specified as part of the work shall be carried out 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 work 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.

**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 his/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 his/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 his/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 his/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 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-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.

**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 his/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 his/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 his/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 his/her contract.

**Clause (15)** On the breach of any term or condition of his/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 Executive Engineer (HQ) for the time being of the Division concerned.

The Sub-Divisional Officer means the Assistant Executive Engineer 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 or 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 his/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



जल शक्ति मंत्रालय  
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग  
Ministry of Jal Shakti  
Department of Water Resources,  
River Development and Ganga Rejuvenation  
ब्रह्मपुत्र बोर्ड  
Brahmaputra Board

CPWD-8



\*\* to be filled in by contractor/ Bidder

**ACCEPTANCE**

DIVISION: Guwahati Division

**Item Rate Tender & Contract for Works**

**Tender for the work:** "Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)"

Bids to be submitted online by 1100 hours on ...11.2019 at website <http://eprocure.gov.in>.

- (i) Technical bid to be opened online at 1200 hours on .....11.2019 by authorized officers of Brahmaputra Board in presence of the Executive Engineer, Guwahati Division, Brahmaputra Board, Guwahati.
- (ii) Summary of important dates is given in Sl. No. 16 of Annexure-20A.13.2 under "Information and instructions for bidders for e-tendering forming part of bid document and to be posted on website.

**TENDER**

I / We have read and examined the Notice Inviting Tender, Schedule Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of Contract, additional conditions, other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

I / We agree to keep the tender open for **10** (ten) days from the due date of its opening of financial bid and not to make any modifications in its terms & conditions.

A sum of **Rs. 8000.00** is hereby deposited in form of Demand draft / Banker's Cheque / Fixed Deposit Receipt issued by a scheduled bank as Earnest Money Deposit. I / We agree that if I / We fail to furnish the prescribed Performance Guarantee within the prescribed period, I agree that the Chairman, Brahmaputra Board or his successors in office, shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I / We fail to commence work as specified, I / We agree that Chairman, Brahmaputra Board or his

successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage as per CPWD and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the Standard CPWD contract Form. Further, I / We agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

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

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

Date : \_\_\_\_\_ Signature of the : \_\_\_\_\_  
 Contractor\*\*  
 Postal Address \*\* : \_\_\_\_\_  
 Telephone No. \*\* : \_\_\_\_\_  
 Fax No. \*\* : \_\_\_\_\_  
 e-mail ID \*\* : \_\_\_\_\_

Witness : \_\_\_\_\_ Fax No. \*\* : \_\_\_\_\_  
 e-mail ID \*\* : \_\_\_\_\_

Address : \_\_\_\_\_  
 Occupation : \_\_\_\_\_

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

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

- (a)
- (b)
- (c)

For & on behalf Chairman, Brahmaputra Board

Signature \_\_\_\_\_

Executive Engineer  
 Guwahati Division  
 Brahmaputra Board



**SECTION III – SCHEDULE (D)**  
**SPECIFICATION OF WORK /**  
**ADDITIONAL CONDITION OF CONTRACT**

1. General Description
2. Scope of Work
3. Indicative Deliverables
4. Feature of the website
5. Important guidelines
6. Time frame
7. Terms of payment
8. 3 Month Free Warranty / Support
9. 2 years support / Maintenance
10. Liquidity damage / penalty clause

## General Description

Brahmaputra Board is a statutory Organisation under Ministry of Jal Shakti, Department of Water Resources, River Development & Ganga Rejuvenation. The website of Brahmaputra Board was developed and hosted in NIC Server with the domain name brahmaputrabaord.gov.in. Since the website was developed long back, the website is not capable of implementing all Guidelines for Indian Government Websites (GIGW) issued by Govt of India, World Wide Web (W3C) Standards related to the scope of content, quality of content, design and development, hosting promotion and management of website and web applications. Therefore the website needs to be redesigned and developed as per the guidelines for Indian Government Websites (GIGW) issued by Gol and other guidelines of National / International standard in accordance with website of other Govt Offices like Ministry of Jal Shakti, Central Water Commission , CVC etc. Also, to secure the website from attacks / hacking, and to make it completely compliant with GIGW, it needs to be armed with latest technological tools, secure environment and effective information dissemination, both in English and Hindi.

This tender is for the selection of an agency to develop website of Brahmaputra Board for a dynamic and responsive design, address security issues, manageability of content while maintaining compliances especially Guidelines for Indian Government Websites (GIGW) compliance. The agency should be having proven expertise in System Study, Design, Development, Implementation and Maintenance of Website / Web Portal / Web enabled application using latest available technologies like PHP, Java, .Net, Open Source, CMS etc. Broadly the scope of work includes-

### Scope of Work

- i. Study, Requirement understanding and Analysis with respect to developing new Website of Brahmaputra Board
- ii. Design, Development and Maintenance of Web based applications and integration.
- iii. Content Management System of the website for progress and current status, media reports, including event photo-shoots, live feeds, social media contents, if any and periodic archiving the old contents automatically, etc. Transferring and editing of contents of present web site to new website.
- iv. Agency would be required to provide off-site Warranty, Maintenance, and Technical Support for 3 months from the date of issue of completion certificate, and Annual maintenance of website/ application for 2 years with onsite technical support as required after warranty period.
- v. To ensure that websites comply with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/> in full along with mobile compatibility. Obtaining all necessary certificates will be the responsibility of the service provider including the cost involved.
- vi. Ensure that the website is security audited by a CERT-IN empanelled agency.
- vii. Getting the Security Audit by CERT-IN empanelled agency and obtaining all necessary certificates will be the responsibility of the service provider including the cost involved.

viii. After successful security audit and GIGW compliance certification, the website would be hosted on the server of NIC. Service provider would be responsible for successful hoisting of the same.

ix. Identify and execute training requirements for successful execution of project.

x. Creation of manuals /documents for the project executed.

### **Indicative Deliverables**

- *Design/ Architecture Document*
- *Performance Test Reports*
- *Security Test Reports*
- *Data Backup/ Archival Process*
- *Source Code*
- *Editing and proof reading of the website content.*
- *Development of new content for the website*
- *Frequent updates on the website.*
- *Prompt and Proper Maintenance of website.*

### **Features of the Website:**

- Display of bilingual information in Hindi and English.
- Rich User Interface
- Content Management System
- Interactive multimedia oriented web page design.
- Multiple banner of inner page should support HTML5, CSS3, Java Scripts Framework and other necessary futuristic frameworks
- Design of the website as per the latest GIGW guideline and W3C guideline.
- Compatible to the browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc
- The system should be Operating System Independent.
- Should support responsive page design compatible to multiple size screens (computer, tablet, mobiles and any other).
- Should be able to support Video Content without Plugins. .
- Support to Search Engine Optimization.
- Immediate page loading
- Minimal downtime
- Should support encryption.
- Social Media integration and interactivity.
- Interactive features.
- Any other useful features

### **Important guidelines for Bidder / vendor**

- The vendor has to share source code of product with Brahmaputra Board from time to time.
- All material/ product and related codes would be property of Brahmaputra Board and vendor would have no claim over the same in future.
- All content should be stored and kept confidential and vendor should not reuse/ replicate/ transfer the same to anyone else.
- Advertisement without approval of Brahmaputra Board is not allowed
- The vendor should provide all admin/ user manuals.
- The vendor should also provide support for all future upgrades/initiatives of Brahmaputra Board related to website.

- o The Vendor / agency shall ensure that while it uses any software, hardware, processes or material in course of performing the services, it does not infringe the intellectual property Right of any person and vendor shall keep the Brahmaputra Board and its employees indemnified against all costs, expenses and liabilities howsoever arising out of any illegal; or unauthorised use (Piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission / licence terms or infringement of any Intellectual Property Rights by the vendor / agency during the course of performance of the service.

**Time frame**

The time frame for study, redesign and development of the website and web applications including security audit clearance and STQC certification for GIGW compliance and hoisting will be 90 days from the date of award of the contract.

**Terms of payment**

Sl. NO	Item of Work	Payment
1	Design, Development and Testing of bilingual website & web applications and acceptance by Brahmaputra Board. Guidelines for Indian Government Websites (GIGW) compliance certificate by STQC and Security Audit Certificate from CERT-IN empanelled agency. Successfully hosting of website and web application on NIC server.	90% (after necessary deduction) of the Payment for this item to be made after designing, obtaining all certificates/ report, hoisting on NIC server successfully. 10% of the payment to be released after 3 months warranty period.
2	Maintenance of the website for 2 years after the Warranty period	50% (after necessary deduction) Payment of this item to be released annually after successful performance.

No advance payment / part payment other than mentioned above to be issued. The payment only to be released after completion of individual items as referred above.

**3 Month Free Warranty / Support**

Agency will provide 3 month Free Maintenance support for analysis and fix any technical glitches or bug within the developed website / web application from the date of hosting on NIC Cloud Server.

**Two Years Support / Maintenance**

The agency will quote the rate for two years onsite maintenance charges. The period of onsite maintenance will be started after 3 months of Free Support for any modification in website / web applications which will be developed as mentioned in this tender. During this period the agency would be responsible for day to day activities related to updating the web-portal, maintenance, fine tuning (including further design & development), NIC Cloud management, image editing /processing, uploading of documents, contents, videos, latest news and any other item as required. The agency has to provide services of qualified & experienced professionals for the work at Brahmaputra Board headquarters, Basistha, Guwahati or any other location as required without any extra cost/ charges /fees other than quoted rate.

**Liquidated Damages / Penalty Clause**

In case the firm does not comply to the terms & conditions mentioned in the contract, action shall be taken against the firm to recover liquidated damages including administrative expenses as per CPWD guidelines / 1.5% of the contract amount per month whichever is higher and the total damages so claimed shall not exceed 10% of the total contract amount. In case any of the onsite manpower resource remains absent, a penalty of Rs. 2000/- (Rupees Two Thousand only) per day will be imposed.

**INTEGRITY PACT**

.....  
.....  
.....  
.....

**Sub: NIT No.**            BB/.....

for the work of Design, Development & Maintenance of website of Brahmaputra Board.

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  
Guwahati Division  
Brahmaputra Board

## INTEGRITY PACT

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

**Sub:** Submission of Tender for the Work  
**Sub: NIT No.** BB/

for the work of "Design, Development & Maintenance of website of Brahmaputra Board"

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To,  
The Executive Engineer,  
Brahmaputra Board,  
Basistha, Guwahati-29

**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 2019

**BETWEEN**

Chairman, Brahmaputra Board represented through the Executive Engineer, Brahmaputra Board, (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/.....) (hereinafter referred to as "**Tender / Bid**") and intends to award, under laid down organizational procedure contract for "Design, Development & Maintenance of website of Brahmaputra Board." (Name of work) hereinafter referred to as the "**Contract**"

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

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

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

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

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.



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

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

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

- manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
  - 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity 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 reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**  
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:**  
If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal

code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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

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

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

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

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

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 3 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Brahmaputra Board.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **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 Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

**Article 8- LEGAL AND PRIOR RIGHTS**

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

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

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

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

## FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

[Refer para 7 of NIT-CPWD-6]

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

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

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

6. The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ..... (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 Guarantee all our liabilities under this 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 (Rs. In lakh)
2018-2019		
2017-2018		
2016-2017		
2015-2016		
2014-2015		

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

**FORM - B**

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

This is to certify that to the best of our knowledge and information that M/S /  
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.



**FORM - C**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS  
ENDING LAST DAY OF THE PREVIOUS DAY OF THE CLOSING DATE OF THIS TENDER**

S.No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration / cases pending/in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

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

Signature of Bidder(s)

**FORM - F**

**STRUCTURE & ORGANISATION**

1. Name & address of the bidder:
2. Telephone no./ Telex no. / Fax no (with STD Code):
3. Legal status of the bidder (attach copies of original document defining the legal status)
  - a) An individual
  - b) A proprietary firm
  - c) A firm in partnership
  - d) A limited company or Corporation.
4. Particulars of registration with various Government Bodies (attach attested photocopy).

Organisation / Place of registration	Registration No.
1.	
2.	
5. Name and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder or any constituent partner in case of partnership firm/ ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the bidder, or any constituent partner in case of partnership firm/ ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.
13. Office Address of Bidder within a radius of 30 km of Brahmaputra Board Headquarters, Basistha, Guwahati (**Mandatory as per clause 1 (b)**) with telephone

Signature of Bidder(s)

**FORM – G**

**Details of Technical & Administrative Personnel to be Employed for the Work**

Sl. No	Designation	Total number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

**Format for Financial Bid**

(To be submitted online only in the BOQ format)

Name of Work: Design, Development & Maintenance of website of Brahmaputra Board (brahmaputraboard.gov.in)

Please provide detail financial implication to the organization with break up. All prices/rates quoted must comply with the Scope of Work and other terms and conditions specified in this Tender Document.

S. No.	Items of work	Bid Amount (in Rs) inclusive of all Taxes
1.	Design, Development and Testing of bilingual website & web applications as per Tender Document. Guidelines for Indian Government Websites (GIGW) compliance certificate by STQC and Security Audit Certificate from CERT-IN empanelled agency. Successfully hosting of website and web application on NIC server and 3 months warranty. (Rate to include all taxes, charges, fee including charges of certificate by STQC and security Audit certificate)	
2.	Support Service for 2 years post warranty for Updating, Fine Tuning and Maintenance Charges. (Rate including all Taxes, manpower / conveyance / software / hardware charges etc)	

**Total Bid amount**

Executive Engineer  
Guwahati Division  
Brahmaputra Board