



GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES,
RIVER DEVELOPMENT & GANGA REJUVENATION
BRAHMAPUTRA BOARD::GUWAHATI DIVISION

Name of Work: Construction of SP type Building at Ranikhamar village for accommodation of Work Charge Staffs engaged for Survey & investigation of Kushi Dam Project

NIT No. **BB/GD/NIT/2017-18/19** dated. **20.11.2017**



PRESS NOTICE

GOVERNMENT OF INDIA: BRAHMAPUTRA BOARD NOTICE INVITING e-TENDER

The Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam PIN 781029 invites on behalf of the Chairman, Brahmaputra Board online item rate bids **in two bid system** for following work :-

NIT No. BB/GD/NIT/2017-18/19 Dt. **20-11-2017**; **Name of Work:** Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsi Dam Project; **Earnest Money Deposit - Rs. 13,600.00**; **Cost of Tender Document-Rs. 500.00**; **period of completion-45 days**; **Last time and date of submission of bid- 30-11-2017** (up to 1500 hours)

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

Executive Engineer
Guwahati Division

Not to be published

No- BB/GD/Acctt.-107/17-18/939

Dated **20.11.2017**

Copy to:-

1. The Manager (Advertising) "The Times of India" G.S Road, Guwahati. He is requested to kindly arrange for publication of above NIT in 1(one) issue of "The Times of India" on or before **23-11-2017** and bill in triplicate may please be submitted to this office for necessary payment as per DAVP rates.
2. The Manager (Advertising) "Amar Asom" G.S Road, Guwahati. He is requested to kindly arrange for publication of above NIT in 1(one) issue of "Amar Asom" on or before **23-11-2017** and bill in triplicate may please be submitted to this office for necessary payment as per D.I.P.R rates along with a copy of approved rate.

Executive Engineer
Guwahati Division

SPECIAL ATTENTION OF BIDDERS

Name of work : Construction of SP type Building at Ranikhamar village for accommodation of Work Charge Staffs engaged for Survey & investigation of Kushi Dam Project

NIT No. **BB/GD/NIT/2017-18/19** dated. **20.11.2017**

Before submission of bid documents bidders are requested to numbering the pages of whole documents and fill up the following form

Sl No	Name of document submitted	Page No
1	1(a) Document in support of successful completion of work	
2	1(b) Annual turnover FORM- A	
3	1(C) list of similar nature of works FORM- C	
4	1(d) Affidavit	
5	16 (i) Cost of bid document	
	(ii) Earnest Money	
	(iii) Certificate of registration as contractor , GST etc	
	(iv) PAN CARD	

Name of bidder

Date

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In PDF the page numbers may be changed

PART - I

COST OF BID DOCUMENT, EMD & TECHNICAL BID

Name of the Work

Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsi Dam Project

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. 500.00** towards cost of bid document drawn in favour of Financial Adviser, Brahmaputra Board payable at **Union Bank of India, Maidamgaon Branch (IFSC UBIN0539465)** and Demand Draft / Banker's Cheque / Deposit at Call/ Fixed Deposit Receipt of **Rs. 13,600.00** towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati-29 payable at **Union Bank of India, Maidamgaon Branch (IFS Code : UBIN0539465)** 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, Basistha, Guwahati, Assam, PIN 781029 on behalf of Chairman, Brahmaputra Board invites online item rate bids from experienced, reputed, competent and financially sound Indian Contractors / Companies / Firms of CPWD, Dept. of Telecommunications, MES, Railways, State PWD / PHE / Irrigation / Water Resources etc. fulfilling eligibility and qualification requirements specified in bidding documents for the below mentioned work:

1	NIT No	BB/GD/NIT/2017-18/ 19 Dt. 20.11.2017
2	Name of work & location	Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsu Dam Project
3	Estimated cost put to bid (Rs. in Lakh)	6.80
4	Earnest Money (Rs.)	13,600.00
5	Period of completion	45 days
6	Bid submission closing date & time	30.11.2017 (1500 hrs)
7	Period during which EMD, cost of bid document and other documents shall be submitted	Up to 30.11.2017 (1300 hrs)
8	Time & date of opening of bid	Technical bid on 01.12.2017 (1530 hrs.)

1. Contractors 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 7(seven) years ending last day of the month 31st March, 2017.

Three similar works each cost not less than **40%** of the estimated cost or two similar works each cost not less than **60%** of the estimated cost or one similar work costing not less than **80%** of the estimated cost.

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

- b. The bidders should have had an annual turnover of 100% during last 3(three) years (2014-15,2015-16,2016-17) and to be shown in **Form-A** (Scan copy of the certificate from CA to be uploaded)
 - c. The bidder should furnish the list of all works of similar nature successfully completed in the last 3 (three) years in Form-C along with supporting documents.

- d. At the time of submission of tender, the tenderer shall have to furnish an affidavit as under:-

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

2. The intending bidder must read the terms & conditions of **CPWD-6 FOR e-TENDERING** carefully. He/ 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 of plans, 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.
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 of any scheduled bank drawn in favour of Financial Adviser, Brahmaputra Board payable at Union Bank of India, Maidamgaon Branch (IFS Code: UBINO539465) and EMD (**Rs. 13,600.00**) in the form of Demand Draft / Banker's Cheque / Deposit at Call/ Fixed Deposit Receipt of any scheduled bank in favour of Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati-29 payable at Union Bank of India, Maidamgaon Branch (IFS Code: UBINO539465) 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. Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
10. The Technical Bid shall be opened first on due date and time as mentioned in **Para- 14** below. The financial bids of bidders qualifying the technical bid shall be opened subsequently.
11. No Pre Bid meeting shall be held.
12. 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.

13. The Brahmaputra Board 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.
14. **Submission of original documents:** - The bidders are required to submit following documents in original to the Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN 781029 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) Original Demand Draft towards the cost of bid document having validity of **90 (ninety)** days.
 - b) Original Demand Draft / Deposit at Call / Fixed Deposit Receipt towards EMD having validity till completion period.
 - c) **Authorization letter from bidder for the person who will participate at the time of opening of the bid.**

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

15. Summary of important dates is as below:
- (i) **Document download / sale start date: 22.11.2017**
(from 14:00 hours onwards)
 - (ii) **Bid submission start date : 24.11.2017 (from 11:00 hours)**
 - (iii) **Bid submission closing date : 30.11.2017 (up to 15:00 hours)**
 - (iv) **Technical Bid opening date : 01.12.2017 (15:30 hours)**
16. **List of documents to be scanned and uploaded within the period of bid submission:**
- (i) Demand Draft / Banker's Cheque of any Scheduled Bank towards cost of Bid Document.
 - (ii) Demand Draft / Banker's Cheque / Deposit at Call / Fixed Deposit Receipt of any Scheduled Bank against EMD.
 - (iii) Certificate of Govt. Registration as contractor, Certificate of GST registration
 - (iv) Copy of PAN card
 - (v) Documents of work execution of similar nature along with certificate of Work completion
 - (vi) **Any other document as specified in the press notice.**

Executive Engineer
Guwahati Division
Brahmaputra Board

**ANNEXURE - 20A.12 (Amended as per MAN/224B)
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 financially sound Indian Contractors/Firms fulfilling eligibility and qualification requirements specified in the Bidding document **in two bid system** for the work "*Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsu Dam Project*"

1.1 The work is *Estimated to Cost Rs. 6,79,830.00 (Rupees six lakh seventy nine thousand eight hundred thirty only)*. This estimate, however, is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he/she 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:

Three similar works each of value not less than the amount equal to **40%** of the estimated cost *or* two similar works 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 (all figures rounded to nearest Rs. 10.00 lac) in last 7 years ending 31st March, 2017.

Similar work shall mean works of construction work of building. 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 7/8** or other standard Form as mentioned which is available as a Govt. of India Publication and also available on website 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 **45 days** from the date of start of work. The date of start of work will be reckoned **from the 10th day from the date of issue of Letter of acceptance.**

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

5. The tender document consisting of plans, 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 Conditions 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. 500.00** (Non-refundable) in the form of Demand Draft of a scheduled bank drawn in favour of Financial Adviser, Brahmaputra Board payable at Union Bank of India, Maidamgaon Branch (**IFS Code: UBIN0539465**). 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, Assam, PIN 781029*

ii) Earnest Money of **Rs. 13,600.00 (Rupees thirteen thousand six hundred 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 *Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN 781029* payable at Union Bank of India, Maidamgaon Branch (IFS Code: **UBIN0539465**) 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, Assam, 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 before bid submission closing date.*

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 Contractor registration/GST registration/Sales Tax registration etc.) as stipulated in the bid document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.

9. Sales Tax / GST on material, Royalty, Purchase Tax, Turnover Tax, Excise Duty, Service Tax, Work Contract Tax, entry tax 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. This guarantee shall be in the form of cash (**in case guarantee amount is less than Rs. 10,000.00**) *or* Deposit at Call receipt of any scheduled bank /Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (**in case guarantee amount is less than Rs. 1,00,000.00**) *or* Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank *or* the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule 'F'**, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the contractor. The Bank Guarantee submitted against Security Deposit / Performance Guarantee **shall initially be valid up to the stipulated date of completion of the work plus maintenance 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 familiar with its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he/she 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/she 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/her 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/ She shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her 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. This 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(two) 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 7/8 and General Conditions of Contract and other standard forms mentioned which is part of uploaded tender document.

Executive Engineer,
Guwahati Division,
Basistha, Guwahati-29

GOVERNMENT OF INDIA
BRAHMAPUTRA BOARD

STATE : Assam	DIVISION: Guwahati Division
CIRCLE : Guwahati Circle, Brahmaputra Board	SUB-DIVISION : Mirza Sub-Division

Item Rate Tender & Contract for Works

Tender for the work: *Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kushi Dam Project*

Bids are to be submitted online by **15:00 hours on 30.11.2017** at website <http://eprocure.gov.in>.

(i) Technical bid to be opened online at **15:00 hours on 01.12.2017** by authorized officers of Brahmaputra Board in presence of the Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN-781029

(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 A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

We agree to keep the tender open for **90 days (Ninety 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. 13,600.00** is hereby deposited in form of Demand draft/ Banker's cheque/ Deposit at Call/ 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 to 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 mentioned in schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of Earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

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

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

Date : _____ Signature of the Contractor** : _____

Postal Address ** : _____

Telephone No. ** : _____

Fax No. ** : _____

e-mail ID ** : _____

Witness : _____ Fax No. ** : _____

Address : _____ e-mail ID ** : _____

Occupation : _____

** to be filled in by contractor

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the 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 _____

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities

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

SCHEDULE - 'B'

Schedule of materials to be issued to the contractor:

Sl. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
1	CGI sheet	1.2888 MT	Rs 43040.00/MT	Ranikhamar

SCHEDULE - 'C'

Tools and plants to be hired to the contractor:

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

SCHEDULE - 'D'

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

Technical specifications and additional conditions are attached at [Page 18 to 22](#)

SCHEDULE - 'E'

Reference to General Conditions of contract

Name of work: *Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsu Dam Project*

i)	Estimated cost of work	Rs. 6,79,830.00
ii)	Earnest Money	Rs. 13,600.00
iii)	Performance Guarantee	5% of tendered value of work
iv)	Security Deposit	5% of tendered value of work less EMD Amount

SCHEDULE - 'F'

Reference to General Conditions of contract

Officer inviting tender:	:	Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN 781029
Maximum % age for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 and 12.3	:	See below

Definitions:

2(v)	Engineer-in-Charge	Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati, Assam, PIN 781029
2(vi)	Accepting Authority	Chairman, Brahmaputra Board
2(vii)	Standard Schedule of Rates	APWD (building) & Sanitary SoR- 2013-14, except item no 18,20,25,27 & 28
2(viii)	Department	Brahmaputra Board
2(ix)	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 the period provided in (i) above in days	: 07 (seven) days
iii)	Payment	: Payment will be made as per availability of fund.
Clause 2		
Authority for fixing compensation under Clause-2		: Superintending Engineer, Guwahati 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

Mile stone(s) as per table given below:

Table of Mile stone(s)

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

O R

Time allowed for execution of work	:	45 (forty five) days.
Authority to give fair & reasonable extension of time for completion of work	:	Superintending Engineer, Guwahati Circle, Basistha, Guwahati-29

Clause 7 Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	:	Half the average monthly value of contract i.e. Contract Value divided by stipulated period in months.
Clause 10B (ii) Whether Clause 10 B (ii) shall be applicable	:	No
Clause 10 C A	:	Stands deleted

Materials covered under this clause	Nearest material for which All India Wholesale Price Index is to be followed
1.
2.
3.

Clause 10 CC	Stands deleted
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column months

Clause 11 Specifications to be followed for execution of work	:	APWD (SR) Bldg- & sanitary as per schedule D
Clause 12 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for the work	:	100%

12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	:	Not applicable
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Clause 16	: Chairman, Brahmaputra Board Basistha, Guwahati -781029
Competent Authority for deciding reduced rates	

Clause 36 (i)

: Stands deleted

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36 (i)	
						Figures (Rs.)	Words (Rs.)
1							

Assistant Engineer retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineer.

: CPWD form 7/8 (as modified & corrected up to latest amendments. Clause Nos. 6A, 10CC, 10D, 31-A, 35 of CPWD Form-7/8 stands deleted.

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

SCHEDULE-D

D-1 SPECIFICATION OF WORKS AND MODE OF PAYMENTS

1) DRAWING

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

2) SPECIFICATION OF ITEMS

Item No. 1: Preparation of site demarcation.

Item No. 2: Earth work in excavation

Item No. 3: Plain C.C work in prop 1:4:8

Item No.4: Shuttering

Item No. 5: R.C.C work in sub structure in prop 1:2:4

Item No. 6: Providing & fixing of fabricated roof truss

Item No. 7: Supplying & Fitting of M.S angle

Item No. 8: Brick work at sub structure in prop: 1:5

Item No. 9: 1st class brick nogged wall in cement mortar 1:5

Item No. 10: 10 mm cement plaster in prop 1:5

Item No 11: 20 mm thick cement plaster in prop 1:5

Item No 12. : Undress wood work in roof truss, purlin etc.

Item no 13: Providing wood works in doors and window chowkath

Item No 14: Doors and window shutters of 1st class local wood

Item No 15: Earth/sand filling in plinth

Item No 16: Brick on flat soling in foundation and under floor

Item No 17: 65 mm thick C.C floor

Item No 18: Providing 0.63 mm thick C.G.I sheet roofing

Item No 19: Labour charge for fitting fixing of C.G.I sheet

Item No 20: Carrying of C.G.I sheet from Rangia Store to work site

Item No 21: Providing iron ridging of 150 mm lapping

Item No 22: Providing of split bamboo diagonally woven wall

Item No 23: Providing white washing with lime

Item No 24: Supplying F& F anodized aluminium door handle

Item No 25: Providing fitting and fixing door ring of 50 mm

Item No 26: Supplying fitting and fixing PVC pipe ,bends etc

Item No 27: Supplying, fitting and fixing well ring for septic tank etc

Item No 28: R C C cover for septic tank

Mode of Payment - Payment will be made on the basis of actual measurement.

Executive Engineer
Guwahati Division
Brahmaputra Board

D-2 ADDITIONAL TERMS & CONDITIONS:

- 1) All items in schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools, software, hardware & equipments etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipments, accommodation including all taxes etc.
- 2) If situation demands, the printed challans in a book form with numbering will be arranged by the contractor for transport of materials necessary for the work from the stack yard to the actual place of utilization as per direction of the Engineer in Charge.
- 3) There is likelihood that some other works may also be under execution simultaneously by other agencies in the adjoining area. The contractor shall carry out the works without causing any hindrance/ disruption to such works.
- 4) The contractor shall intimate the Engineer-In-Charge (EIC) about the number of labourers and number & type of equipments engaged daily for execution of the work. Two registers will be maintained by him/her for this purpose. He/ She shall arrange the labourers in such a way so as to complete the works within the stipulated time.
- 5) The contractor is solely responsible for watch and ward of the machineries/equipments etc. necessary for the work till completion. For any loss, theft or damage of machineries / equipments under custody during the course of execution of the work, the contractor will be fully responsible.
- 6) The contractor shall draw the materials from the departmental store / stockyard being fully satisfied regarding the specifications and quantity of materials failing which no claim in any shape shall be entertained. Departmental materials shall be issued to the contractor depending upon the availability in the Departmental store. The contractor shall remain responsible for the proper storage and safe custody of such materials received from the department.
- 7) Engineer-in-charge or his/her authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him/her, if any, will be rectified by the contractor for which no extra claim shall be entertained in any shape.
- 8) In case situation demands, the EIC has the right to review the situation. In case it is not possible to execute the works, necessary instructions will be issued by the Department to temporarily/ permanently close the works, which will be binding on the contractor and no claim whatsoever for sudden suspension/ closure of works will be admissible.
- 9) All materials brought to the site must be subject to approval of the Engineer in Charge or his authorized representative. Rejected materials must be removed by the contractor at his/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

(EIC) shall have the authority to cause such removal at the cost and expenses of the contractor and the contractor shall not be entitled to any loss or damage on this account.

10) The Department shall deduct Labour Welfare Cess @ 1% and Income Tax, GST and or any other prevailing tax as per norms at the time of releasing payment of interim bills/ final bill.

11) Accident :

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

D-3 SUPERVISION, INSPECTION OF WORKS AND QUALITY CONTROL

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

Inspection of works

The contractor shall inform the EIC in writing when any portion of the work is ready for inspection giving him/her sufficient notice to enable him/her to inspect the same without effecting the further progress of the work. The work shall not be considered to have been completed in accordance to the terms of the contract until the EIC have certified in writing to that effect. Approval of materials of workmanship or approval of part of the work during the progress of execution shall not bind the EIC or in any way affect him/her even to reject the work which is alleged to be completed and suspend the issue of his certificate of completion until such alterations and modifications or reconstruction's have been affected the cost of the contractor as shall enable him/her to certify that the work has been completed to his/her satisfactions. **The contractor shall provide at his/her own cost necessary ladder/ boat and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the works at his / her own cost.**

Quality assurance

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

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

Executive Engineer
Guwahati Division

INTEGRITY PACT

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

Sub: NIT No. BB/GD/NIT/2017-18/19 dated 20.11.2017 for the work of *Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kushi Dam Project*

Dear Sir,

It is hereby declared that Brahmaputra Board 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.

Yours faithfully

Executive Engineer
Guwahati Division
Brahmaputra Board

INTEGRITY PACT

To,

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

Sub: Submission of Tender for the Work "*Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsidam Project*"

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
Guwahati Division,
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 2017

BETWEEN

Chairman, Brahmaputra Board represented through the *Executive Engineer, Guwahati Division, Brahmaputra Board, Basistha, Guwahati-29* (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/GD/NIT/2017-18/19 dt 20.11.2017**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure contract for "*Construction of SP type Building at Ranikhamar village for accommodation of Work Charge staffs engaged for Survey & investigation of Kulsu Dam Project*" (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/herself to take all measures necessary to prevent corruption. He/She 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/she 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 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/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 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/she 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/she has resorted / recouped the damage caused by him/her and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **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.
- 3) 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 intensions.
- 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 Chairman, Brahmaputra Board (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter..... the said contractor(s)" for the work (hereinafter called "the said contractor(s)" for the work.....(hereinafter called "the said agreement" having agreed to production of an irrevocable Bank Guarantee for Rs (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board 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. Welastly 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 Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of for..... .

(Indicate the name of the Bank)

Form A

Financial Information

	Financial Years		
	2016-17	2015-16	2014-15
Gross Annual Turnover (Rs. in lakh)			
Profit / Loss			

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 - C

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST THREE YEARS ENDING LAST DAY OF THE MONTH OF MARCH, 2017

Sl. No	Name of work/ project and location	Owner or sponsoring organization	Cost of work in cores 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)

SPECIAL CONDITIONS OF CONTRACT

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

- (10)
- (a) The contractor shall construct suitable go-down, stacking site at the site of work for storing the equipment /materials safe against damage of sun, rain, dampness, fire, theft etc, at his/her own cost.
 - (b) The contractor shall also employ necessary watch and ward establishment for the purpose at /her own cost.
- (11) Supply of machinery. No tools and plants/machineries will normally be supplied by the Department for the execution of the work. In case any T&P is available and is given to the contractor, necessary hire charges will be recovered from the running bills as per rates fixed by the Department.
- (12) The contractor must not sublet the work or any part of the work without the permission of the Competent Authority of Brahmaputra Board.
- (13) No labourer under eighteen years of age shall be employed for the work and all labourers employed shall be paid at rates not less than generally paid for similar work in the neighbourhood and as per minimum wage circular of the labour Department of Government of Assam, Labour license shall be obtained by the contractor from the competent authority.
- (14) Labourer engaged by the contractor for unskilled/semi skilled should invariably be local people, wherever such people are available.
- (15) All works shall have to be carried out as per specification in schedules of rates, relevant IS specification and Technical specification covered in the tender. In case of any variation or contradiction between specifications referred to above, the decision of the Chairman, Brahmaputra Board shall be applicable.
- (16) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- (17) Accidents
- a. It shall be the responsibility of the contractor to protect against accidents in the works and the workmen engaged by him/her in the works. He/ She 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.
 - b. 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 sketch 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.
 - c. 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 Government 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.

18. **Supervision of Works**
The contractor shall either himself/herself supervise the execution of the works or shall appoint the competent engineer approved by the Engineer-in-charge to act on his/her behalf. If in the opinion of the EIC the contractor has himself/herself no sufficient knowledge and experience of receiving instructions or cannot give full attention to the works or fails to appoint a suitable qualified engineer, the EIC will suspend the work till a suitable agent/ engineer is appointed and the contractor will not get any compensation for this.
19. **Inspection of Works**
The contractor shall inform the Engineer-in charge in writing when any portion of the work is ready for inspection giving him/her sufficient notice to enable to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of contract until the Engineer-in-Charge shall have certified in writing to that effect.
20. The water and electricity required for their own purpose shall be arranged by the contractor.
21. **Price variation:**
The accepted tender rate / L.S. price shall remain firm for the entire period of construction and no price variation will be allowed even if there is change in labour wages, P.O.L. and cost of living index during entire period.
22. Any work executed by the Contractor before signing formal tender agreement, shall be declared as unauthorized and no payment will be entertained by the Department for such works.
23. The Contractor should be aware of area and scope of work and should be made the area of interest obstruction free.
24. Local flood effected people should be engaged appropriately as far as possible.
25. The Contractor has to arrange necessary tents/ house for staying of the field staffs.
26. Necessary arrangement for pegs, demarcation pillars and other implements required for the work has to be arranged by the Contractor.
27. Any maintenance required in hiring buildings/ rented house will be borne by the Contractor.
28. Necessary compensations made by the contractor with other works in progress at the time of execution of the works with the Department should not be included in the bill for reimbursement.
29. Necessary Forest Royalty, Sales Tax, levies etc. should be borne by the Contractor.
30. If arbitration arises, the jurisdiction will be the "Gauhati High Court". In case of dispute or difference on any matter regarding the contract, same will be referred for adjudication for arbitration by a sole arbitrator to be appointed by the Chairman, Brahmaputra Board.

Executive Engineer
Guwahati Division

Tender Inviting Authority : Executive Engineer, Guwahati Division, Brahmaputra Board, Guwahati, Basistha							
Nature of Work:-Construction of S.P type building at Ranikamar village for accomodation of W/C staff engaged for Survey and investigation of Kushi Dam Project.							
Contract No:		BB/GD/NIT/17-18/19		Dated 20-11-2017			
Bidder's Name							
SCHEDULE OF WORKS							
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
1	Preperation of site by demarcating the site,clearing lite jungles, drassing the site and making ready for construction as directed.	Job	1	L.S			
2	<u>EARTH WORK IN EXCAVATION.</u> Earth work in excavation for foundation trenches of walls ,retaining walls,fottings of column,steps,septic tank etc. including refilling the quantity as necessary after completion of work, breaking clods in return filling , dressing watering and ramming etc. and removal of surplus earth with all lead and lift as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified,(A) Up to a depth of 2m below the existing ground level(a) In ordinary soil	Cum	9.98	108.82			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
3	Plain cement concrete works with coarse aggregate of size 13mm to 32mm in foundation bed of footing, steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately). (b) Prop. 1:4:8	Cum	3.185	3890.61			
4	Providing form work of ordinary timber planking so as to give a rough finish including centering shuttering and propping etc in foundation, footing etc	Sq.m	32.00	252.24			
5	Providing and laying plain/reinforced cement concrete works cement, coarse sand & 20mm down graded stone aggregate including dewatering if necessary, and curing complete but excluding cost of form work and reinforcement for reinforced cement concrete work (form work and reinforcement will be measured and paid separately) (A) In substructure up to plinth level Foundation, footing, columns with base tie and plinth beam, pile cap, base slab, retaining walls, walls of septic tank, inspection pit and the like and other works not less than 100mm thick up to plinth level. a) M15 grade concrete or Prop. 1:2:4	Cum	3.40	5496.65			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
6	Providing fitting, hoisting and fixing of roof trusses/Post including purlins fabricated using MS circular hollow section conforming to relevant I.S. code, as per approved design and drawings including providing M.S. cleats, base plates, bolts and nuts and one coat of red oxide Zinc Chromate primer and two coats of approved enamel paints complete including fitting necessary cleats etc. for fixing ceiling joists as per design and drawing as directed. b) Using other ISI marked approved circular hollow section	Qtl	25.361	8410.00			
7	Supplying fitting and fixing M.S.angles, M.S. flat, M.S. bolts and nuts including painting with red lead paint one coat complete as directed. (c) M.S Bolt & Nut	Qtl	0.302	9982.23			
8	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed.In Sub Str. Up to Plinth Prop (1:5)	Cum	8.24	5630.36			
9	1 st class Brick nogged wall in cement mortar including racking out joints and curing complite as directed in superstructure above plinth up to 1st floor level(protruding M.S. dodof column to be embedded in cement mortar and will be measured and paid separtly)(A) 112mm thick brick wall with cement mortar (prop-1:4)(Sup-Str)	Sqm	52.83	653.01			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
10	10 mm thick cement plaster in single coat on fair side of brick/ concrete walls for interior plastering up to 1st floor level including arises or rounded angles not exceeding 80 mm girth and finished even and smooth including curing complete as directed. (c) in cement mortar 1:5	Sqm	52.61	107.87			
11	20 mm thick Cement plaster in two coats on single or half brick walls for interior plastering up to 1st floor level including arises, internal rounded angles, chamfers and / or rounded angles not exceeding 80mm in girth and finished even and smooth including curing complete as directed. (A) On rough side (backing coat 15 mm and finishing coat 5mm thick) (c) In cement mortar 1:5	Sqm	50.18	169.57			
12	Providing undressed wood work in roof truss, rafter, purlin, tie and the like including hoisting and fixing in position with necessary spikes, nails including M.S straps with bolt and nuts etc. complete with kiricide oiling two coats to all timber members and two coats of anticorrosive paint to M.S straps (M.S flats, angle cleats, and bolt and nuts required for flat and angle cleats wherever used shall be measured and paid separately) (c) With 2nd class treated timber	Cum	2.36	39900.00			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
13	Providing wood work in frame (chowkaths) of doors, windows, clerestory windows and other similar works wrought, framed and fixed in position in contact with C.C. or brick masonry wall including supplying , fitting and fixing with M.S. hold fast (40 mm x 3 mm x 250 mm) as per design embedded in cement concrete block in proportion 1:2:4 and with two coats of kiricide oiling to the timber faces in contact with C.C. and masonry as directed and specified. (b) With 1st class timber	Cum	0.351	77474.00			
14	Providing fitting and fixing 1st class local wood battened and framed door and window shutters including oxidised iron butt hinges (100mmx 58mmx 1.90mm) 6 nos with necessary screws.	Sq.M	12.96	1931.47			
15	Earth/ sand filing in plinth in layers not more than 150mm thick including necessary carriage, watering, ramming etc. complete as directed and specified including payment of land compensation, forest royalty, sales tax and other duties and taxes as may be necessary. (C) with river sand or silt (predominantly non plastic) by truck carriage including loading and unloading.	Cum	44.064	345.61			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
16	Providing brick soling in foundation and under floor with stone/ best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering, complete. (a) brick flat soling	Sq.M	10.228	368.71			
17	65 mm thick cement concrete floor consisting of 50 mm under layer of cement concrete in prop. 1:3:6 (1 cement : 3 coarse sand: 6 coarse aggregate of 25 mm and down) and 15 mm thick wearing layer in cement concrete in prop. 1:1:2 (1 cement :1 coarse sand: 2 coarse aggregate of size 10 mm down) laid in panels and finished with a floating coat of neat cement finish including curring etc. complete.	Sq.M	100.75	405.53			
18	Providing corrugated galvenised Iron sheet roofing of TATA SHAKTEE / SAIL of 0.63mm thick (Will be supplied depermentally)(Rate as issue rate of GCI sheet at deptt.store at Rangia)	MT	1.2888	43040.00			
19	Labour for fitting and fixing Galvd corrugated iron roofing including supplying and fixing with new galvd screw, J hook, bolts nuts, washer etc. complete as directed.	Sqm	147.84	120.72			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
20	Carrying charge of GCI sheet from Rangia Deptt. Store to working site at Ranikhamar(Dam site of Kulsu R/B) including loading and unloading.(135 km app)	Job	1	10500.00			
21	Providing galvd iron ridging of TATA SHAKTEE / SAIL including supplying and fixing necessary galvd screws/washers etc. complete as directed.(i) 150 mm lapping	Rm	15.40	134.92			
22	Spilt bamboo diagonally woven wall tied with necessary bamboo kamis on both side @300mm apart tied with galvanised wire slit etc. complete as directed.	Sq.M	132.74	176.07			
23	(a) White washing with lime on wall surfaces (two coats) to give an even shade including throughly brooming the surface to remove all dirt, dust, mortar drops and other foreign matter.	Sq.M	100.35	17.56			
24	Supplying, fitting, fixing anodised aluminium fittings of approved make, resonably smooth, free from sharp edges and corners, flaws and other defects and with counter sunk holes for screws including necessary aluminium screws etc. complete. (anodised to bright natural matt & satin finished) (c) Door Handle (ii)100mm	No	20.00	38.86			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
25	Providing and fixing door rings 50 mm dia with nuts etc complete	No	8	35.00			
26	i) Supply fitting & fixing of pipes & bends, PVC pipes of 6 kg/cm2 (suprem/prince) of 75mm dia,	Rm	6	267.45			
	ii) PVC bend with door of (sup/ prin) 75mm dia	No	2	160.50			
	iii) PVC single Tee with door (sup/ prin) 75mm dia	No	2	193.42			
	iv) Supply of PVC vent pipe	Rm	2	267.45			
	v) PVC cowel 75mm dia,	No	1	89.38			
27	Supply and fittingand fixing 0.90m dia 0.45m hight (3'x1.5') well ring for making the septic tank with RCC cover and making hole for inlet, outlet and vent pipe including racking out the joints etc complite as directed. (Rate as per local market price)	No	6	550.00			
	i) For Main tank No-1 (for night soil) ii) Secendary tank No-2(As sock pit)	No	4	550.00			

Sl.No.	Description of work	No. or Quantity	Unit	Estimated Rate (in. Rs.)	Rate In figures to be entered by the Bidder in Rs P		Amount Rs. P
					In figures	In Words	
28	Cover slab (D=0.90m) thickness=2.50cm	No	2	300.00			