



Government of India
Ministry of Water Resources
BRAHMAPUTRA BOARD
Liaison Office
G-1(C), Opp. NHAI Building
Sector-10, Dwarka (Phase-I)
New Delhi-75

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No.NIT/LO/11-12/1/

Date :17.06.2011

NOTICE INVITING TENDER

Sealed item rate Tenders in prescribed format on behalf of Brahmputra Board are hereby invited by the Executive Engineer, Liaison Office, Brahmputra Board, Dwarka, New Delhi-75 from approved and eligible contractor of C.P.W.D, Railway, P&T, MES and State P.W.D / Irrigation / Water Resources / MCD/DJB / DDA for the following work :-

SI No.	Name of Work	Value of Work (approx) (in Rs)	Earnest Money to be deposited (in Rs)	Duration (Approx)
1	Engagement of Contract Labour for various maintenance works/office works in Liaison Office Cum Guest House of Brahmputra Board at Dwarka, New Delhi	4,00,000.00	8,000.00	9 months

Non-transferable Tender Document can be obtained from the office of the undersigned on any working day with effect from 20.06.2011 to 15.00 hours on 04.07.2011 on payment of Rs.500.00 (Rupees five hundred) only in the form of crossed IPO non-refundable drawn in favour of the Financial Adviser, Brahmputra Board, Guwahati-29. The bidder should produce original copies of valid Registration Certificate, PAN Card, VAT clearance Certificate for the work. Proper License and Authorization for providing such services should be produced along with the other documents at the time of procurement of Tender Document. The sealed Tenders will be received in the office of the undersigned upto 15.00 hours of 05.07.2011 and will be opened on the same day at same place at 15.30 hours. Bidder/Tenderer or their authorized agent / representative may be present at the time of opening of Tender.

The undersigned reserves the right to accept / reject any or all Tenders without assigning any reason thereof and is not bound to accept the lowest Tender.

Executive Engineer
Liaison office

NIO

Memo No.NIT/LO/11-12/1/ A

Date :17.06.2011

Copy to:

1. The PS to the General Manager, Brahmaputra Board, Basistha, Guwahati-29 for favour of his kind information.
2. The Secretary, Brahmaputra Board, Basistha, Guwahati-29 for favour of his kind information.
3. The CE(I&W), Brahmaputra Board, Guwahati-29 for favour of kind information. This is with reference to approval received vide No.BB/4069/02/86 dt.25.05.2011 for the work.
4. The Dy.Financial Adviser, Brahmaputra Board, Basistha, Guwahati-29 for favour of his kind information.
5. The Superintending Engineer, Guwahati Circle, Brahmaputra Board, Basistha, Guwahati-29 for favour of his kind information.
6. The A.E.E., I.T. Cell, Brahmaputra Board, Basistha, Guwahati-29 for publication in the web site of Brahmaputra Board.
7. The AE, Liaison Office, Brahmaputra Board, Dwarka, New Delhi for information & necessary action.
8. The JE, Liaison Office, Brahmaputra Board, Dwarka, New Delhi for information & necessary action.
9. The Manager (Advertising) “The Indian Express, Express Building,9 & 10 Bahadur Shah Zafar Marg, New Delhi -02. He is requested to kindly arrange for publication in one issue of “The Indian Express”, New Delhi Edition on or before 20.06.2011 and bill in triplicate may please be submitted to this office as per DAVP rate. The Matter for Advertisement is enclosed herewith.
10. NEEPCO Ltd., Bhikaji Cama Place, New Delhi-66 for wide circulation.
11. WAPCOS, Gurgaon, Haryana for wide circulation.
12. NWDA, Saket, New Delhi-17 for wide circulation.
13. Notice Board.
14. Relevant File.

Executive Engineer

GOVT. OF INDIA
(MINISTRY OF WATER RESOURCES)
BRAHMAPUTRA BOARD
Liaison Office
G-1(C), Opp. NHAI Building
Sector-10, Dwarka, New Delhi-75

Item Rate Tender & Contract for Works

Tender for the work of :

“Engagement of Contract Labour for various maintenance works/office works in Liaison Office Cum Guest House of Brahmaputra Board at Dwarka, New Delhi”.

- (i) To be issued during the working hours from 20.06.2011 to 15:00 hours on 04.07.2011 from the Office of Executive Engineer, Liaison Office, Brahmaputra Board, G-1(C), Opp. NHAI Building, Sector-10, Dwarka, New Delhi-75.
- (ii) Sealed Tenders to be received upto 15.00 hours on 05.07.2011 and will be opened at 15:30 hours on 05.07.2011 in the Office of the Executive Engineer, Liaison Office, Brahmaputra Board, G-1(C), Opp. NHAI Building, Sector-10, Dwarka, New Delhi-75. Bidder / Tenderer or their Authorised Agent / Representative may be present at the time of opening of Tender.

Issued to: _____

Money Receipt No: _____ Dated _____

Issued by:

Signature :

Designation:

Date of Issue: _____

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FOR GUIDANCE TO TENDERER

Tenderer should comply with the following while submitting the Tenders, failing which the Brahmaputra Board reserves the right to reject their Tenders.

1. In the “**FORM OF TENDER**” appearing at page 6 & 7, Tenderer should fill up blank spaces and sign at proper place as a token of his acceptance.
2. All pages of the Tender Papers are to be signed by the Tenderer in token of his acceptance.
3. Tenderer must fill up the quoted rates both in figures and words at appropriate places in the Table for Schedule of Works & Bill of Quantities (**Annex-I**) in ink avoiding any overwriting and in such a way that no interpolation is possible.
4. Tenderer should submit the constitution of firm as per **Clause-7** of Instructions to Tenderers.
5. Tenderers must submit the Credential / Testimonial as per **Clause-8**.
6. Tenderer must submit current Income Tax Clearance Certificate / PAN vide **Clause-9**.
7. Tenderer must also submit Contract Licence under Contract Labour (R&A) Act, Registration Certificate from Provident Fund & ESI authorities etc.
8. General Conditions of Contract and standard specifications as currently followed by the C.P.W.D. shall govern the contract unless otherwise specified or superseded by Instructions to Tenderers, special conditions, additional special condition or any other endorsement in schedule of items/ in description of schedule of items etc.
9. The **Tenderer(s)** should be conversant with the prevailing CPWD Manual and the GCC for CPWD Works and make necessary arrangement of those on their own.
10. The Tenderer should have satisfactorily executed at least two order for similar services as the one Tendered/Quoted for.

FORM OF TENDER

From: _____

Full Address:
(with Phone No.) _____

To:
The Executive Engineer
Liaison Office, Brahmaputra Board,
G-1(c), Sector-10, Opp. NHAI building
Dwarka(Ph-I), New Delhi-75

Sub: Engagement of Contract Labour for various maintenance works/office works in Liaison Office
Cum Guest House of Brahmaputra Board at Dwarka, New Delhi.

1. This Tender is submitted with the understanding that if it is accepted, I/We shall pay the necessary Security Deposit immediately and execute the Agreement in the prescribed form within a week and take up the specified work within ten days from the date of awarding the contract by the Brahmaputra Board and in default of my /our doing so, I/We shall forfeit the earnest money deposited herewith.
2. I/We have read the various Terms and Conditions of the Tender attached hereto and hereby agree to abide by the said conditions.
3. I/We attach herewith the total Earnest Money for Rs.8,000/- (Rupees eight thousand) only as per **CI -6**.
4. I/we also agree to keep this Tender open for a period of 6(six) months (180 days) from the due date of opening of the same and in default thereof I/we shall be liable for forfeiture of my/our **“Security Deposit”** as per **CI -10**.
5. I/We offer to carry out the work at the rates quoted in the attached Schedule (**Annex-I**) and hereby bind myself / ourselves to complete all the works as per the “Instructions to Tenderers”.
6. I/We also hereby agree to abide by the General Conditions of Contract and standard specifications as currently followed by the C.P.W.D. unless otherwise specified or superseded by Instructions to Tenderers, special / additional conditions or any other endorsement in Schedule of Items/in description of schedule of items etc. and to carry out the work according to the specifications for materials and works laid down by the Brahmaputra Board for the present contract.
7. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to and indicated in the Letter of Acceptance of my/our offer for this work.
8. I/We agree that the total value of the earnest money as per **Clause-6** shall stand forfeited without prejudice to any other rights or remedies of the Brahmaputra Board if:-
 - (i) I/We retire from the contract after issue of acceptance letter, or,

Signature of Tenderer with Seal

- (ii) I/we do not execute the contract documents within seven days after receipt of notice issued by the Brahmaputra Board that such documents are ready, or,
- (iii) I/We do not commence the work within ten days after issue of the letter of acceptance of the Tender or handing over of site, whichever is later.
9. I/we further declare that no employee / officer of Brahmaputra Board is related to me/us or is directly or indirectly associated with my/our firm/agency/company as per rule in vogue.
10. In the event of this Tender being unsuccessful, please arrange to refund the Earnest Money by crossed cheque on:
- i) Name of Bank : _____
 ii) Station: _____
 iii) In favour of: _____
 iv) Account No. : _____

Enclosed:

Sl. No.	Description	Please tick	No. of sheets
(i)	Earnest Money of Rs.8,000/- (Rupees eight thousand only) in the form of Demand Draft / Deposit at call Receipt / Bank Guarantee Bond No.....Dt..... issued by.....	Yes/No	
(ii)	Constitution of Firm/Ltd. Co./ Partnership Deed	Yes/No	
(iii)	Power of Attorney (where applicable)	Yes/No	
(iv)	Registration Certificate	Yes/No	
(v)	Testimonials of experience with certificate of satisfactory performance	Yes/No	
(vi)	Latest Income Tax Clearance Certificate / PAN	Yes/No	
(vii)	Provident Fund A/C No. issued by Competent Authority	Yes/No	
(viii)	ESI Registration Certificate	Yes/No	
(ix)	Detailed break up of pay / wages of each category of labourer in accordance with statutory requirements	Yes/No	
(x)	Additional document, if any		

Concluding remarks if any _____

Seal

Signature of Tenderer(s)

Date:

Name(s):

Signature of Witnesses to the Signature of Tenderer(s)

1. _____

2. _____

Name: _____

Name: _____

Address _____

Address _____

Signature of Tenderer with seal

INSTRUCTIONS TO TENDERERS

(DETAILED TERMS & CONDITIONS OF THE TENDER AND SPECIAL CONDITIONS OF CONTRACT)

1. Name of Work and Scope:

This Tender has been called for the work of “*Engagement of Contract Labour for various maintenance works/office works in Liaison Office Cum Guest House of Brahmaputra Board at Dwarka, New Delhi*”. The scope of the work will be as per **Clause 25.6**.

2. Sale of Tender Form:

The non-transferable Tender Document can be obtained from the Office of the Executive Engineer, Liaison Office on payment of a **non-refundable fee** of **Rs. 500/-** (Rupees Five hundred only) in the form of Crossed IPO or DD from any Nationalised Bank issued in favour of **Financial Adviser, Brahmaputra Board payable at Guwahati** for each Tender Document. Under no circumstances the amount paid for the Tender Document will be refunded. The Tenderer shall **produce original** copies of valid **Registration Certificate / the PAN Card / VAT Registration Certificate / VAT Clearance Certificate** and proper **License and Authorization** for providing such services at the time of procurement of Tender Document, otherwise Tender Document shall not be issued.

3. Period of Validity of Tender:

The Tenderer shall keep the offer open for a minimum period of 6(six) months (i.e.180 days) from the date of opening of the Tender, within which period the Tenderer cannot withdraw or modify his offer. In case of failure, action shall be taken in terms of **Clause 10**.

4. Submission of Tenders:

4.1. Tender must be submitted in a sealed envelope super-scribed “**Providing Contract Labour for Liaison Office Complex, Brahmaputra Board**” and should be deposited in the Tender Box kept in the office of the

Executive Engineer,
Liaison Office, Brahmaputra Board,
G-1(C), Opp. NHAI Building, Sector-10,
Dwarka (Ph-I), New Delhi-75

before closing of Tender Box at 15:00 Hrs on 05.07.2011. The name, mailing address and Tele-Fax No. of the Tenderer shall be clearly indicated on the envelope. Tenders received after the sealing of the Tender Box will not be entertained.

4.2. Tenders sealed and super-scribed as mentioned above (**Para 4.1**) may also be sent by Registered Post to the above named Officer, but no Tender received after the time and date specified above shall ordinarily be considered. Postal delay shall be the responsibility of the Tenderer.

4.3. The requisite Earnest Money as per **Clause-6** must be submitted along with the Tender documents in the sealed envelope, without which no Tender will be considered and rates quoted will not be read out.

5. Opening of Tender :

5.1. Tenders will be opened in public at 15:30 Hrs on 05.07.2011 in the Office of the Executive Engineer, Liaison Office, Brahmaputra Board, G-1(c), Opp. NHAI Building, Dwarka(Ph-I) New Delhi-75, and rates will be read out in presence of such Tenderers or their authorized representative who may be present.

5.2. In the event of the above date(s) being declared a holiday for Central Government offices, the last date of submission of Tenders and opening thereof will be the next working day.

Signature of Tenderer with seal

6. Earnest Money :

6.1. The total Earnest Money to be deposited with the Tender is Rs.8,000/- (Rupees eight thousand) only. Tender not accompanied by the full Earnest Money in prescribed form will, under no circumstance, be entertained and will summarily be rejected without further reference to the Tenderer.

6.2. Earnest Money, which includes security as indicated in **Clause-10**, must be deposited in the form of Deposit at Call Receipt guaranteed by Reserve Bank of India, Bank Guarantee Bond (in the form as in **Annex-III**) or Demand Draft of any of the Nationalized Bank of India in favour of **Financial Adviser, Brahmaputra Board** payable at **Guwahati, Assam**.

6.3. **No cheque** will be accepted towards Earnest Money even if it is guaranteed by the Bank. If any Tenderer submits cheque towards the Earnest Money, his Tender will be treated as one without Earnest Money.

7. Constitution/Registration of firms :

Tenderers are to submit the constitution of their Firms, Partnership Deed and the Power of Attorney, if any, in originals together with one copy of each of such document duly signed by the persons who signed the original documents. Originals will be returned to the Tenderer after verification. A duly certified/attested copy of the Registration Certificate from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970 as Amended from time to time is also to be furnished.

8. Testimonials :

In order to establish the capacity to undertake and tackle the work under this Tender, the Tenderer is required to submit, along with his Tender, particulars of works of this type taken up by him for execution during last five years, whether completed or ongoing, with documentary evidence (such as Completion Certificate(s) with Work Order(s) etc).

9. Income Tax Clearance Certificate / PAN :

9.1. Tenders should be accompanied by an up to date Income Tax Clearance Certificate duly attested by the Income Tax Officer or the representative Circle either in Company's or Firm's name or in the name of the Tenderer as the case may be. Otherwise a valid PAN in the name of Tenderer is to be quoted with photocopy of PAN Card.

9.2. No contract shall be awarded unless the valid Income Tax Certificate/ PAN card is produced or an exemption certificate granted by the Ministry of Finance to this effect is furnished. In case the same is not forthcoming within a period of 15 days from the date of submission of Tender, the Tender is liable to be rejected with forfeiture of Earnest Money.

10. Security for Keeping Tender open for prescribed period :

Out of total Earnest Money of Rs.8,000/- (Rupees eight thousand) only deposited with the Tender, 80% i.e. Rs.6000/- (Rupees six thousand) only is deemed as Security Deposit for the due performance of the stipulation to keep the offer open till such date as specified in **Clause 3**. It shall be understood that after submitting the Tender, the Tenderer will not retire from his offer or modify the rates, terms and conditions thereof. Should the Tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Brahmaputra Board.

11. Adjustment/Forfeiture of the Earnest Money:

11.1. If the Tender is accepted, the total earnest money of Rs.8,000/- (Rupees eight thousand) only as indicated in **Cl.-6** will be retained as part of Security Deposit for the due performance and observance of the Terms and Conditions of the Contract. The balance Security Deposit will be collected as detailed in **Cl. -17**.

11.2. If the successful Tenderer, after acceptance letter is issued to him, retires from the contract or fails to commence the work within 10(ten) days of issue of **Acceptance Letter** or handing over of site, which ever is later or fails to execute the Contract Documents within

Signature of Tenderer with seal

7(seven) days after the receipt of notice issued by the Brahmaputra Board that such documents are ready, the total Earnest Money shall be forfeited.

12. Refund of Earnest Money to unsuccessful Tenderers :

12.1. The Earnest Money of unsuccessful Tenderers shall be released after placement of Work Order with the successful Tenderer. To avoid delay in refund, the Tenderers should specify the name and station of the Bank with his Account Number on which the cheque/Bank Draft is to be drawn. Brahmaputra Board shall not be responsible for any loss or depreciation that may happen to the bank rate while in their possession.

12.2. No interest shall be payable upon **Earnest Money** or **Security Deposit** or any other amount payable to contractors under the contract.

13. Filling of Tender forms :

13.1. The Tenderer shall sign every page of the Tender Document and shall submit the documents complete in all respects. The rates should be **in figures and words** both against each item in the Schedule of Works attached (**Annex-I**).

13.2. The individual signing the Quotation/Tender Document or any document forming part of the Contract on behalf of another or on behalf of a Firm shall produce a proper Power of Attorney duly executed in his favour. In case of registered or unregistered Partnership Firm, all the partners should sign the Tenders. In case any person is signing the agreement on behalf of Limited Company or Firm, he will produce Letter of Authority / Resolution passed by the Company empowering him to sign the Agreement on behalf of the Company or Firm.

13.3. Tender Form containing over-writings, erased rates and rates not shown in words are liable to be rejected. In case of discrepancy in rates as shown in figures and words, the accepting authority may, at his discretion, accept the lower of the two.

13.4. No scribbling is permissible in the Tender Documents and no special conditions are to be stipulated by the Tenderer in the same. If the Tenderer wants to intimate anything of importance he may do so in a separate covering letter. Such stipulations and conditions shall be deemed to be a part of the contract to such extent only as may be explicitly accepted by the Brahmaputra Board and communicated to the successful Tenderer. The Brahmaputra Board, however, reserves the right not to accept any such special stipulation and condition made by the Tenderer and may ask the Tenderer to withdraw any or all such stipulations before awarding the contract. In the event of refusal of the Tenderer to do so, the Tender is liable to be rejected.

13.5. The Tenderer must satisfy himself thoroughly about the site and nature of the work and local condition before submitting his Tender. No claim whatsoever on such account shall be entertained by the Department under any circumstances later on.

13.6. The Tenderer must completely and carefully fill up the letter titled "**FORM OF TENDER**" and should not leave any blank space. The Tenderer should give also furnish a Declaration by Tenderer as per **Annexure-II**.

14. Variation in Contractual Quantities :

The requirement of service personnel as shown in Tender schedule (SCHEDULE OF WORKS & BILL OF QUANTITIES) can be increased / decreased by the Brahmaputra Board.

15. Acceptance of Tender:

15.1. Acceptance of the Tender shall be solely at the discretion of the Brahmaputra Board. It reserves the right to decide the acceptable Tender amongst more than one Tender, if deemed necessary and, also to reject any or all Tenders received, without assigning any reason thereof. Moreover the Brahmaputra Board does not bind itself to accept the lowest or any Tender.

15.2. The acceptance of the Tender will generally be communicated by Registered Post. The **Letter of Acceptance** will remain operative till the formal Agreement is executed and signed

Signature of Tenderer with seal

by the Contractor and the Brahmaputra Board. Thereafter, the Letter of Acceptance shall merge into the said formal Tender Agreement.

15.3. The successful bidder has to draw the **Tender Agreement** as per **Annexure –IV.**

16. Fluctuation in Rates: *The rate will be increased as and when the Govt. of NCT of Delhi increases the labour wages by Notification time to time.*

17. Security Deposit on award of contract:

17.1. On the award of work after acceptance of Tender, the Contractor shall furnish a Security Deposit @ 10% of the value of the contract.

17.2. The Security Deposit may be collected by deduction from *on account bills* of the Contractor at the rate mentioned above. The total security recoverable from a contractor including the amount of earnest money subsequently converted into Security Deposit should not ordinarily exceed the security amount recoverable at the rates mentioned above. This does not however, preclude the contractor from depositing the security money either in cash or in any other acceptable form of payments as per **Cl.-6.2.** If the said security is furnished through a Bank Guarantee Bond it should be in the form as in **Annex.-III.**

17.3. But in case of a defaulting Contractor, the Brahmaputra Board may retain any amount due for payment to the Contractor from the pending *on account bills* so that the amount so retained may not exceed 10% of the total value of the contract.

18. Should validity of such **Guarantee Bond** expire before the Security Deposit becomes due for refund, it will be the responsibility of the Contractor to extend the validity of the Guarantee Bond for an agreed period. In case of failure to do so, the Brahmaputra Board will deduct from his bill an equivalent amount of security without further reference to him or go ahead with encashment of the **Guarantee Bond.**

19. Refund of Security Deposit to Contractors:

The Security Deposit, unless forfeited in whole or in part according to the terms and conditions, will be refunded on completion of the work, on the receipt of certificate from the officer concerned to the effect that the work has been satisfactorily completed in all respects, provided no amount is due to Brahmaputra Board from the contractor.

20. Change of Address:

The Tenderer must keep the Liaison Office, Brahmaputra Board informed of any changes of address during currency of Tender or of Work, in his own interest and obtain and acknowledgement thereof.

21. Negotiation:

Should the Brahmaputra Board decide to enter into negotiation with the Tenderer before awarding the work as a special case, the Tenderer shall not be permitted to increase his quoted rates under any circumstances, even if it includes withdrawal/modification of special conditions given by the Tenderer along with the original Tender and not acceptable by the Brahmaputra Board.

22. These “Instructions to Tenderers and Special Conditions of Contract for Deployment of Service Personnel” and stipulations made in the Bill of Quantities will collectively be called the Tender Paper/Document and shall cover the work to be done under this contract. Where there is any conflict between the “**Instructions to Tenderers (DETAILED TERMS & CONDITIONS OF THE TENDER AND SPECIAL CONDITIONS OF CONTRACT)**” on the one hand and General Conditions of Contract and Standard Specifications, prevailing under C.P.W.D. on the other, the former shall prevail.

23. Settlement of Dispute:

Any dispute arising out of this agreement or that which may arise in future, will be resolved by taking recourse to mutual settlement in the first instance, interpretation of the terms of
Signature of Tenderer with seal

agreement as made by the General Manager, Brahmaputra Board being binding on both the parties. Failing such settlement, further arbitration of the dispute will be subject to the jurisdiction of competent Courts of Delhi/New Delhi only. The Brahmaputra Board shall be entitled to withhold payments due to the Agency in case of dispute till it is resolved.

24. Tenderer to Comply with above instruction:

Tenderers who do not comply with the foregoing instructions may not be considered.

25. Additional Special Conditions for Deployment of Service Personnel:

25.1. Health of Service Personnel: The service personnel should be smart and of sound physical and mental health Persons so deployed shall not be below 18 years and above 45 years.

25.2. Antecedents, Conducts & Discipline of Service Personnel:

25.2.1. The Service Agency is required to ensure that **no service personnel deployed have any criminal antecedents, and will submit an undertaking to this effect** along with their offer. A complete list of the service personnel engaged by the Contractor for deployment under the contract will be furnished by the Contractor **alongwith recent photographs, complete addresses** and other antecedents. The contractor shall deploy only those whose antecedents have been verified by the Police Authorities/District Sainik Board/Record Officers of the Defence Services.

25.2.2. The Service Agency will be responsible for the discipline of the Service Personnel employed by them as per Conduct Rules and Regulations. In case any labour provided by the Agency is found to be indulging in any undesirable or unfair activities in the premises of the office, the agency will solely be responsible for all the consequences apart from the liberty of the Board to lodge complaints before appropriate authorities.

25.2.3. Any case of any theft, loss or damage to the property of the Board on account of malfeasance, negligence, connivance or any other misdemeanour on the part of the Contractor / Service Personnel if so established prime facie by the Board Authorities.

25.3. Identity Card, Uniform, Stationery etc.: The Service Agency must issue necessary Identity Cards with photograph and proper uniform alongwith accessories as well as requisite stationery like log book, register etc. to the service personnel(s).

25.4. Replacement of Service personnel: The agency must replace their service personnel in case of any complaint received in writing from the authorized representative of the Brahmaputra Board within 24 hours.

25.5. Attendance:

25.5.1. The service personnel must sign a daily Attendance Register to be maintained with the authorized representative of the Brahmaputra Board, which shall be the basis/document for the purpose of billing.

25.5.2. They shall not leave their place of duty without prior permission. No short leave shall be permitted to the service personnel unless the contractor provides suitable substitute without any extra payment. The contractor shall be liable to make alternative arrangements in case of the absence of any labour.

25.5.3. The agency shall give weekly off to the engaged personnel on the seventh day as per Rules in addition to National Holidays.

25.5.4. The contractor shall not replace the service personnel at random without prior knowledge of the Brahmaputra Board and full particulars of the service personnel so replaced shall be given to the authorized officer of the Board. In case, any of the service staff is found to be posted without the previous knowledge, the Board shall not be liable to pay for such service personnel.

Signature of Tenderer with seal

25.6. Scope of Work: Services required by the Brahmaputra Board will cover the following broad area under Scope of Work :

- i) The working area of the labourers in the Brahmaputra Board premises and Ministry of Water Resources:

Sl. No.	Category of labourer	Place of work
1	G/H attendant(Semi skilled labour)	Liaison Office, B. Board, Sector-10,Dwarka, New Delhi
2	Labour for cleaning, sweeping etc. of the G/H cum office Complex (Unskilled)	Liaison Office, B. Board, Sector-10,Dwarka, New Delhi
3	Labour for maintenance of electrical systems in office cum Guesthouse Complex(Semi skilled)	Liaison Office, B. Board, Sector-10,Dwarka, New Delhi
4	Assistance to the Commissioner(B&B), M.S.Place for file movement and other related to Board(Unskilled)	O/o the Commissioner(B&B), MoWR, M.S.Place, B.K.S.Marg, New Delhi
5	Assistance to the Dy.Secy., MoWR S.S.Bhawan for file movement and other related to Board(Unskilled)	O/o the Dy.Secy, MoWR, S.S.Bhawan, Rafi Marg, New Delhi

(Shift timings may be decided by the Board authority as per requirement.)

25.7. Accommodation etc.: The Brahmaputra Board shall not be liable to provide any residential accommodation, food etc. to the service personnel. No cooking or lodging shall be allowed at the check post and premises. Necessary arrangement for drinking water shall be provided by the Brahmaputra Board.

25.8. Observance of labours laws:

25.8.1. The service agency, being the direct employer of service personnel, is required to observe all relevant labour laws like Payment of Wages Act 1936, Minimum Wages Act 1948, and Workmen Compensation Act 1923, Contract Labour (R&A) Act, 1970, Delhi Shops and Establishment Act etc. as amended from time to time.

25.9. Payment Terms:

25.9.1. The Bill should be submitted by the Agency on completion every calendar month in Triplicate as per actual deployment.

25.9.2. The Bill shall be accompanied by documentary evidence from P.F. and ESI Authorities regarding deposit of P.F. and ESI against the names of the personnel deployed for the above work along with a copy of the Acquittance Roll of the previous month duly signed by authorized signatory of the agency and the designated officer of the Brahmaputra Board in whose presence the payment has to be made. Otherwise, payment of the Bills will be withheld.

25.9.3. Contractor must ensure that the wages are paid in full and in due time failing which the contract will automatically stand cancelled.

25.9.4. Wages and allowances as admissible under the relevant laws shall have to be paid to the engaged personnel by the 7th of each month in presence of a designated officer of Brahmaputra Board. However, in no case shall the Brahmaputra Board be responsible for any claim of any kind from any individual labour on any account.

Signature of Tenderer with seal

- 25.9.5 Deduction on account of Security Deposit, Income Tax and all other statutory taxes in force or which may be applicable will be made from the bills to be submitted by the Agency.
- 25.9.6 Deduction on account of absence and non replacement of personnel will be made from their monthly bills.
- 25.9.7 The Brahmaputra Board shall not be responsible financially or otherwise for any injury to the labour in the course of performing the functions.
- 25.10 **Period of Work:** The order for deployment of service personnel shall initially be for a period of approx nine months from the date as specified in the acceptance of offer.
- 25.11 **Expiry of Contract:** The contract will stand expired on the conclusion of current financial year from the date of issue of letter of acceptance, unless otherwise extended by the Brahmaputra Board. Extension on completion period may be granted by the Brahmaputra Board solely at its own discretion, on same rate, terms and conditions if deemed fit.
- 25.12 **Termination of Contract:**
- 25.12.1 The Brahmaputra Board shall have the absolute right to terminate the contract any time before expiry without assigning any reason thereof by giving one month's prior notice. In case the contractor wants to terminate the contract, he shall have to give three months written notice in advance to this effect.
- 25.12.2 If any information furnished by Contractor is found to be incorrect at any time, the Contract is liable to be terminated without any notice by the Board and the Security Deposit is liable to be forfeited by the Contractor.
- 26 **Canvassing :** Canvassing in any form in connection with Tender is strictly prohibited and the Tenders submitted by the bidder who resort to canvassing will be liable for rejection.

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Annex -I

Signature of Tenderer with seal

SCHEDULE OF WORKS & BILL OF QUANTITIES

To:

The Executive Engineer,
Liaison Office, Brahmaputra Board,
G-1(c), Opp. NHA building, Sector-10,
Dwarka (Ph-I), New Delhi-75

I/We _____ do hereby offer Tender for
Engagement of Contract Labour for various maintenance works/office works in Liaison Office Cum Guest House of Brahmaputra Board at Dwarka, New Delhi against Tender Notification No. NIT/LO/11-12/1/188 dated 17.06.2011 at the rates quoted below:

Sl. No.	Item	Quantity No of labour per day	Rate per person per month (Rupees)		Amount (in Rs.) For nine months
			(in fig.)	(in words)	
1	Guest House attendant (Semi skilled labour)	1			
2	Labour for cleaning, sweeping etc. of the Guest House cum office Complex (Unskilled)	1			
3	Labour for maintenance of electrical systems in office cum Guesthouse Complex(Semi skilled)	1			
4	Assistance to the Commissioner(B&B), M.S.Place for file movement and other related to Board(Unskilled)	1			
5	Assistance to the Dy.Secy., MoWR S.S.Bhawan for file movement and other related to Board(Unskilled)	1			
	Sub-Total				
6	EPF Contribution@.....%per cent			
7	ESI Contribution @.....%per cent			
	Sub-Totalper cent			

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8	Service Charge @.....%per cent			
	Sub-Totalper cent			
9	Service Tax @..... %per cent			
	Grand Total				

Grand Total (in words)
(Rupees.....) only.

Note: Rates for Sl. No. 1,2,3,4,5,6,7 & 9 per Government Notified Rate.

Signature of Tenderer with seal & date.

Address: _____

Annex-II

Signature of Tenderer with seal

DECLARATION BY TENDERER

1.----- son / daughter / wife of -----
as the sole proprietor / Partner / Director of M/s -----, I am
authorized to make the declaration as under.

2. That I solemnly affirm and declare that the Firm / Company M/s -----
----- has never been debarred and / or blacklisted by any office of any Central Government
Department or Agency including Brahmaputra Board / State Government Department / PSU / Public
Bodies / Municipalities.

3. In case the above declaration is found to be incorrect or wrong, whether before or after award of
contract, the firm shall be liable to be blacklisted / debarred for future works / contracts with
Brahmaputra Board. Any such action shall however be without prejudice to the rights of
Brahmaputra Board under the law.

Signature of Prop./ Partner / Director

Name :

Annex-III

Signature of Tenderer with seal

MODEL FORM OF BANK GUARANTEE BOND

In consideration of the president of India (herein after called the Government) having agreed to exempt _____(hereinafter called “the said Contractor/s”) from the demand, under the terms and condition of an agreement dated _____ made between _____ and for _____ hereinafter called the said agreement of Security Deposit for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____(Rupees _____) indicate the name of the Bank) (herein after referred to as “the bank” at the request of (_____ contractor) do hereby undertake to pay to the Government an amount not exceeding Rs _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

1. We. _____(Indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive regarding 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 _____

2. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contactor(s)/ supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto or our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a void discharge of our liability for payment there under and the contractor(s) /supplier (s) shall have no claim against us for making such payment.

3. We _____ (Indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and all claims satisfied or discharged or till _____) office /Department Ministry of _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee unless a demand or claim under this Guarantee made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

4. We, _____(Indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and

Signature of Tenderer with seal

without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating the said agreement and we shall not be relieved from liability by reason of any such variation , or extension being granted to the said contractor (s) or for any forbearance, act or commission 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.

5. This Guarantee will not be discharged due to the change in the constitution of the Bank, or the Contractor(s) /Supplier(s).

6. We _____ (Indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing

Dated the _____ day of _____ for _____
(Indicate the name of Bank)

Note : The Bank Guarantee Bond is to be drawn in non judicial stamp paper of value as per rules in force in the State where it has been executed.

FORM OF AGREEMENT

Annex-IV

Signature of Tenderer with seal

No.....dt.....

AGREEMENT

This agreement is made on thisday of2011 between **BRAHMAPUTRA BOARD**, Basistha, Guwahati-29, a Govt. of India Organization under the Ministry of Water Resources (hereafter called the “ **Board**” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) through its Liaison Office, New Delhi on the one part and M/shaving address as(hereafter called the “**Contractor**” which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assignees or successors in office) on the other part.

Whereas the Board has decided to award the contract of work of “*Engagement of Contract Labour for various maintenance works/office works in Liaison Office Cum Guest House of Brahmaputra Board at Dwarka, New Delhi*” to the contractor in response to his Tender as per Terms and Conditions incorporated by inclusion or reference in the Tender Document for the purpose, the Contractor has willingly agreed to undertake the said work at the rates specified in Annex-I of the Tender having confirmed to have thoroughly examined, understood and agreed to abide by the said terms and conditions. This agreement will remain in force w.e.f. the date of this Agreement, i.e. uptounless specifically extended / curtailed by the Board. Both parties undertake to honour and execute their respective obligations during the tenure of the contract.

The following documents shall be deemed to form and be read construed as part of this Agreement :

1. Contractor’s letter of confirmation No.....dt.....
2. Board’s letter of intent vide No.....dt.....
3. Copy of complete Tender Document as submitted by the Contractor in his bid offer including
 - a) Form of Tender.
 - b) Instructions to Tenderer (Detailed Terms & Conditions of the Tender and Special Conditions of Contract).
 - c) Schedule of Works & Bill of Quantities with quoted rates (**Annex-I**).
 - d) Declaration by Tenderer (**Annex-II**).
4. The General Conditions of Contract of C.P.W.D as prevailing on the date of Agreement.
5. Notice Inviting Tender vide No.dt.....

In WITNESS whereof the Board and the Contractor set their hands as hereunder on the day, month and year first above mentioned.

For Contractor
(Service Agency)

For Brahmaputra Board

Witnesses:

- 1.....
- 2.....

Note : The **AGREEMENT** is to be drawn in non-judicial stamp paper of value as per rules in force in the State where it is to be executed.

Signature of Tenderer with seal