



GOVERNMENT OF INDIA
(MINISTRY OF WATER RESOURCES)
BRAHMAPUTRA BOARD
Lakhimpur Division, North Lakhimpur

PRESS NOTICE

No.BB/LD/TENDER/2011-12/ 6

Sealed tenders in prescribed forms in two envelope systems are invited on behalf of the Chairman, Brahmaputra Board from approved and registered contractors in CPWD, Railways, P&T, MES and State PWD/ Irrigation/ Water Resources/ PHE Department for the works as stated below.

Gr. No.	Name of work	Location of Work	Estimated cost (Rs. in Lakhs)	Earnest Money (In Rs.)	Cost of Tender Paper (Rs.)	Time of completion
1	2	3	4	5	6	7
1.	Repairing and construction of nose portion of check dam no. 2 at Sonowal kachari (Balance work)	Majuli Jorhat District, Assam	Rs.10.526	Rs. 21,100.00	1000.00	3 (Three) months
2.	Repairing and construction of nose portion of check dam no. 4 at Kandulimari (Balance work)	Majuli Jorhat District, Assam	Rs.12.083	Rs. 24,200.00	1000.00	3 (Three) months

The tenders will be issued to intending bidders from 12-01-2012. & up to 17-01-2012 on working days. Tender will be received up to 3-00 pm **on 20-01-2012** and opened on the same day at 3-30 pm in this office. Tender for serial (2) will be opened by Executive Engineer, Majuli Division, at the same time at this office. The Brahmaputra Board follows the CPWD procedures and so the bidders are advised to get themselves acquainted with the CPWD manual/ procedures and CPWD Form-8. Earnest Money should be submitted in the shape of demand draft/ banker's Cheque/ treasury challan/ deposit at call receipt/ fixed deposit receipt of a scheduled bank guaranteed by RBI.

All terms & conditions and detail tender papers can be had from this office **from 12-01-2012** on working days up to 4-00 PM **of 17-01-2012** on payment of cost of tender document as shown in Col-5 by means of demand draft/ banker's Cheque, etc. drawn in favour of Financial Adviser, Brahmaputra Board, Basistha, Guwahati-29. Details of the tender can also be seen both at Brahmaputra Board's web site **www.brahmaputraboard.gov.in** / **www.Tender.gov.in** and office Notice Board.

The bidders are advised to carefully go through Annex-ICE containing initial criteria for eligibility" to assess their eligibility. No Joint Venture is allowed.

Work shall be executed according to General Conditions of Contract for CPWD Form-8. The bidder may see the General Conditions of Contract for CPWD Form-8 in the office of the Executive Engineer, Lakhimpur Division, North Lakhimpur during office hours.

Intending bidders may download the tender directly from website. However, the bidders will have to deposit the cost of tender paper at the time of submission of tender, either with the tender document or directly in the technical branch of the Executive Engineer, Lakhimpur Division, North Lakhimpur.

Executive Engineer,
Lakhimpur Division

NOT TO BE PUBLISHED.

Memo No.

Dt.

Copy to:-

1. The Manager (Advertising) "The Sentinel" G.S. Road, Guwahati. He is requested to kindly arrange for publication of the above N.I.T. in one issue of "The Sentinel" Guwahati on or before 12-01-2012 and bill in triplicate may please be submitted to this office for necessary payment as per D.I.P.R rates.
2. The Manager (Advertising) "Amar Asom" G.S. Road, Guwahati. He is requested to kindly arrange for publication of the above N.I.T. in one issue of "Amar Asom" Guwahati on or before 12-01-2012 and bill in triplicate may please be submitted to this office for necessary payment as per D.I.P.R rates.
3. The Manager (Advertising) "The Telegraph" G.S. Road, Guwahati. He is requested to kindly arrange for publication of the above N.I.T. in one issue of "The Telegraph" on or before 12-01-2012 and bill in triplicate may please be submitted to this office for necessary payment as per DAVP rates.

Executive Engineer,
Lakhimpur Division

Copy to:-

1. The PPS to the Chairman, Brahmaputra Board, Guwahati-29 for information of the Chairman.
2. The PS to the General Manager, Brahmaputra Board, Guwahati-29 for information of the General Manager.
3. The Financial Adviser, Brahmaputra Board, Basistha, Guwahati-29 for information.
4. The Chief Engineer (I&W), Brahmaputra Board, Guwahati-29 for information .
5. The Commissioner & Secretary, Water Resources Department, Govt. of Assam, Chandmari, Guwahati-3 for information & wide circulation.
6. The Chief Engineer, Water Resources Department, Govt. of Assam, for information and wide circulation.
7. The Superintending Engineer, Tinsukia Circle, Brahmaputra Board, Tinsukia for information and wide circulation.
8. The Executive Engineer, Majuli Division, Brahmaputra Board, North Lakhimpur for information and wide circulation.
9. The A.E.E. (i/c) I.T. Cell for publication in the Brahmaputra Board web site. He is requested to publish the complete tender paper in Brahmaputra web site. (Soft copy enclosed).
10. The Public Relation Officer, Brahmaputra Board to pursue the matter for timely publication.
11. The Hindi Officer, Brahmaputra Board, Basistha, Guwahati-29 for information and necessary action.
12. Notice Board.
13. Relevant file.

Executive Engineer,
Lakhimpur Division

For Authorized use only

**GOVERNMENT OF INDIA
BRAHMAPUTRA BOARD
(MINISTRY OF WATER RESOURCES)
LAKHIMPUR DIVISION
NORTH LAKHIMPUR
ASSAM**

TENDER DOCUMENT

**Name of work:- Repairing and construction of nose portion
of check dam no. 2 at Sonowal kachari (Balance work).
(Group No. 1)**

Issued to

Issued by

EXECUTIVE ENGINEER
BRAHMAPUTRA BOARD
LAKHIMPUR DIVISION

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**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
BRAHMAPUTRA BOARD**

AMENDED UPTO AUG 2007

CPWD-6

SECTION-I
NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the Chairman, Brahmaputra Board from approved and eligible contractors of CPWD, Dept. of Telecommunications, MES, Railways, State PWD/ PHE/ Irrigation/ Water Resources, etc., for the work of

“Repairing and construction of nose portion of check dam no. 2 at Sonowal kachari. (Balance work) ”.

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case, both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates, i.e. original date of sale of tender or on the extended date of sale of tenders.

- 1.1 This group of work is estimated to cost **Rs.10.526 lakh**. This estimate, however, is given merely as a rough guide.

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NIT for calling the tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

- 1.2 This tender is called under *two envelope system*. Envelope-1 will contain documents related to eligibility criteria & Envelope-2 will contain Financial Bid. Envelope-1 of all tenders shall be opened first and evaluated and qualified bidders will be selected. Financial bid of qualified bidders shall then be opened at notified time, date and place in presence of tenderers or their representatives. The eligibility criteria are as per **Annex-ICE**.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-8 which is also available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said Form which will form part of the Agreement. Clause No. 6A, 6B, 10CC, 31-I, 34, of CPWD Form-8 stand deleted.

3. The time allowed for carrying out the work will be **3 (Three) months** from the **10th day** after the date of issue of ‘letter of acceptance of tender’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work shall be made available as specified below:
The site for the work shall be made available within 10(ten) days after the date of issue of the letter of acceptance of tender.

Receipt of applications for issue of forms will be stopped by **1600 Hrs.** on 17-01-2012 issue of tender forms will be stopped three days before the date fixed for opening of tenders.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be

complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the **Executive Engineer, Lakhimpur Division Brahmaputra Board, Lakhimpur, Guwahati-29** between hours of **11.00 A.M. & 04.00 P.M.** from 12-01-2012 to 17-01-2012 every day except on Saturdays, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:-

- i) **Rs. 1000.00** in cash/ Demand draft as cost of tender.
 - ii) Earnest Money of **Rs. 21,100.00** in the shape of at call a schedule dBnk/fixed deposit receipt of scheduled bank may be drawn in favour of Executive Engineer, Lakhimpur Division. In case of Banker cheque/Demand draft, the same may be drawn in favour of Financial Advisor, Brahmaputra Board.
(50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank.)
 - iii) The Security Deposit will be collected from the Running Bills of contractors @ 5% of the tendered value of the work.
6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the **Executive Engineer, Lakhimpur Division, Brahmaputra Board** up to **03.00 P.M.** on **20-01-2012** and will be opened by him or his authorized representative in his office on the same day at **03.30 P.M.**
 7. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as **performance guarantee** in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in the form of Govt. Security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
 8. The location & quantity of work are given at **ANNEX-I** below:

ANNEX – I

Sl. No.	Location	Approx. Quantity of are given in schedule of quantity pages (Quantity may vary depending upon actual requirement & site condition)
1.	Sonowal Kachari, Majuli	Quantity enclosed at Schedule-A

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to 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 tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his 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 tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Chairman, Brahmaputra Board does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/ quotations whose date of receipt is up to 3 pm of 20-01-2012, subject to the estimated cost being of Rs. five crores and above. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of the Chairman, Brahmaputra Board reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Brahmaputra Board or in the Ministry of Water Resources. Any breach of this condition by the contractor would render him liable to be rejected.
13. 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 two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his 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 tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of **90 (ninety) days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender 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 tenderer shall not be allowed to participate in the re-tendering process of the work.

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender 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 Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD Form 8.
16. All rates should be quoted in figures as well as in words. In case of discrepancy in the rate quoted by the contractor in words & figures, the rate quoted in words will be considered as the correct rate.
17. A pre-bid conference will held on 18-01-2012 with intending bidders for clarification, any doubt of the intending bidders or for modification on any condition of the contract, specifications etc. Minutes of the meeting will be circulated to all bidders.

**Executive Engineer,
Lakhimpur Division**

**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
BRAMAPUTRA BOARD
SECTION-II**

AMENDED UPTO AUG 2007

CPWD-8

STATE- Assam
CIRCLE- Tinsukia

DIVISION- Lakhimpur

Item Rate Tender & Contract for Works

Tender for the work of :- “Repairing and construction of nose portion of check dam no. 2 at Sonowal kachari (Balance work) ”.

- (i) To be submitted by 15-00 hours on 20-01-2012 to The **Executive Engineer, Lakhimpur Division** Brahmaputra Board, Basistha, Guwahati-29.
- (ii) To be opened in presence of tenderers who may be present at **15-30** hours on 20-01-2012 in the office of **Executive Engineer, Lakhimpur Division Brahmaputra Board, North Lakhimpur**

Issued to(contractor)

Signature of Officer issuing the documents

Designation

Date of issue

T E N D E R

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 **ninety (90) days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.** has been deposited in receipt treasury challan/ deposit at call receipt of a scheduled bank/ fixed deposit receipt of scheduled bank/ demand draft of a scheduled bank,/ bank guarantee issued by a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India 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 the Chairman, Brahmaputra Board shall without prejudice to any other right or remedy

available in law, be at liberty to forfeit the said earnest money and the 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 and 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 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 therefrom 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.

Dated :

Signature of Contractor

Witness :

Postal Address

.....

Address :

.....

Occupation :

.....

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and 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:-

- i)
- ii)
- iii)

For & on behalf of the Chairman,
 Brahmaputra Board

Signature :

Dated :

Designation :

SCHEDULES

SCHEDULE 'A'

SCHEDULE OF QUANTITIES

Name of work:- “Repairing and construction of nose portion of check dam no. 2 at Sonowal kachari (Balance work) ”.

Sl.	Item of work	Qntty.	Unit	Rate in figure	Rate in words	Amount (In Rs.)
1	2	3	4	5	6	
1	Excavation of Soil using Hydraulic excavator CK 90 and Tippers with disposal upto 1000 meter (Excavation of road work in soil with hydraulic excavator of 0.90 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grade and cross- section, loading and disposal of cut road/ embankment with all lift and lead upto 1000m and including forest Royalty and as directed by Department.	1894	cum			
2	Laying of graded sand filled Geo Bags of size 2.00m x 1.50m (Pillow type) made of polypropylene multifilament geo-textile of mass per unit area 240gsm and tensile strength wrap and weft 55 KN per meter and 42 KN/Mm respectively etc for filling of 1.00m ³ of sand including carrying stacking, tying etc complete as directed. (Geo bags to be supplied by the Brahmaputra Board free of cost)	2941	Nos.			
	Total					

Signature of Bidder

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	<p>Geo bags (Size: 2.0m X 1.5m) (pillow type) made of composite layers of geo-textile as per specifications below:</p> <p>Woven geo-textile for the outer cover The woven geo-textile is woven with UV resistant slit film tape fiber with MARV values of the following properties. It should resist UV degradation rotting and biological degradation, naturally encountered acids and alkalis.</p> <p>Mass per unit area (ASTMD 5261)=210 g/m² Wide width tensile strength in Machine Direction (ASTMD 4595)=40kN/m % Elongation at failure in Machine direction (ASTMD 4595)=22% Wide width tensile strength in X-Machine Direction (ASTMD 4595)=35 kN/m % Elongation at failure in Machine direction (ASTMD 4595)=15% Trapezoidal tear strength (ASTMD 4533) =500 N Puncture resistance (ASTMD 4833) =500N Permittivity (ASTMD 4491) = 0.05 Sec⁻¹ Water flow (ASTMD 4491) =163 lit/ min/m² AOS (ASTMD 4751) = 0.420 mm U V resistance (ASTDM 4355) =70% / 500 hrs Minimum Roll width=4 m</p> <p><u>Non woven geo-textile for the inner layer</u> It is needle punched non-woven geo-textile made of 100% Polypropylene staple fibers which are formed into a random network for dimensional stability. It should resist UV degradation, rotting and biological degradation, naturally encountered acids and alkalis.</p> <p>Mass per unit area (ASTMD 5261)=140 g/m² Wide width tensile strength in Machine Direction (ASTMD 4595)=9 kN/m % Elongation at failure in Machine direction (ASTMD 4595)=50% Wide width tensile strength in X-Machine Direction (ASTMD 4595)=9 kN/m % Elongation at failure in Machine direction (ASTMD4595)=50% Trapezoidal tear strength (ASTMD 4533)=200 N Puncture resistance (ASTMD 4833)=300N Permittivity (ASTMD 4491) = 1.8 Sec⁻¹ Water flow (ASTMD 4491)=4500 lit/ min/m² AOS (ASTMD 4751)= 0.212 mm U V resistance (ASTDM 4355) =70% / 500 hrs Minimum Roll width=4 m</p> <p><u>Details of yarn for stitching the geo-bags</u></p> <p>Type of yarn: polyester/ polypropylene/ nylon (multi-filament twisted) Denier: 2500-3000 Strength: 10-15 kg Type of stitch: chain stitch (twine/ double seams) Stitches/ 100mm: 8-12 stitch/ 100mm</p>	As per Requirement	Free of cost	Divisional store
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SCHEDULE 'C'

Tools and plants to be hired to the contractor:

Sl. No.	Description	Hire charges per day	Place of issue
1	2	4	5
NIL.....

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any:
Attached as Form-A, B, C, D, E, F, G & H.

SCHEDULE 'E'

NA

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

SCHEDULE 'F'

General Conditions of contract:

Name of work "Repairing and construction of nose portion of check dam no. 2 at Sonowal kachari (Balance work)".

- | | |
|----------------------------|----------------------|
| i) Estimated cost of work | Rs. 10.526 lakh |
| ii) Earnest Money | Rs. 21,100.00 |
| iii) Performance Guarantee | Rs. 32,000.00 |
| iv) Security Deposit | 5% of Tendered Value |

General Rules & Directions:-

Officer inviting tender: **Executive Engineer, Lakhimpur Division** Brahmaputra Board,
Basistha, Guwahati-29, on behalf of Chairman, Brahmaputra Board.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below

Definitions:

- | | |
|--|---|
| a) Engineer-in-Charge | : Executive Engineer, Lakhimpur Division, Brahmaputra Board, N. Lakhimpur |
| b) Accepting Authority | : Chairman, Brahmaputra Board |
| c) Percentage on cost of materials and labour to cover all overheads and profits | 10 % |

- d) Standard Schedule of Rates : APWD- SR:2009-10(Roads) & Analyzed rate
- e) Department : BRAHMAPUTRA BOARD
- f) Standard CPWD contract Form : CPWD form 8 as modified & corrected up to latest amendments. Clause No 6A, 6B, 10CC, 31-I, 34, of CPWD Form-8 stand deleted.

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 7 (Seven) days
- ii) Maximum allowable extension beyond the period provided in (i) above in days : 7 (seven) days

Clause 2

Authority for fixing compensation under clause 2 : Superintending Engineer, Tinsukia Circle, Brahmaputra Board, Tinsukia.

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 month wise (from date of start)			Amount to be withheld in case of non achievement of milestone
		1st	2 nd	3 rd	
1	Excavation of Soil				As decided by the concerned S.E. as per rule.
2.	Laying of sand filled geo -bag				

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

Whether Clause 10 B shall be applicable	No	
Clause 10 CC	Stands deleted	
Clause 11		
Specifications to be followed for execution of work	: As per APWD Specifications /Schedule –A & 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	NA
Clause 16	NA	
Clause 36	NA	
Clause 42	NA	

Executive Engineer,
Lakhimpur Division

SECTION-III
SCHEDULE – D

D-1 SPECIFICATIONS OF WORKS AND MODE OF PAYMENTS

1) DRAWINGS

An Index Map showing the location of area is attached. Executive Engineer concerned will give the exact location at site.

2) **MARKING OF ALIGNMENT**

Wooden/ bamboo poles about 6 to 8m length shall be supplied and fixed by the contractor along the alignment as directed by the Engineer-in-Charge for demarcation at site for laying of porcupine etc. and for this no extra payment will be made. This should be maintained and replaced as and when necessary by the contractor at his own cost.

3) **SPECIFICATION OF ITEMS.**

The works are to be carried out as per specifications and directions of Engineer-in-Charge as per actual site conditions strictly within the specified time frame. The specification of the work are as detailed below

Item No 1.	Excavation of Soil using Hydraulic excavator CK 90 and Tippers with disposal upto 1000 meter (Excavation of road work in soil with hydraulic excavator of 0.90 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grade and cross-section, loading and disposal of cut road/ embankment with all lift and lead upto 1000m and including forest Royalty and as directed by Department.
Mode of payment:	This is a comprehensive item analyses on the basis of APWD Schedule of Rates for all its constituent sub items. The measurement will be done of finished item as a job and payment made accordingly.
Item No 2.	Laying of graded sand filled Geo Bags of size 2.00m x 1.50m (Pillow type) made of polypropylene multifilament geo-textile of mass per unit area 240gsm and tensile strength wrap and weft 55 KN per meter and 42 KN/Mm respectively etc for filling of 1.00m ³ of sand including carrying stacking, tying etc complete as directed. (Geo bags to be supplied by the Brahmaputra Board free of cost)
Mode of payment:	This is a comprehensive item analyses on the basis of APWD Schedule of Rates for all its constituent sub items. The measurement will be done of finished item as a job and payment made accordingly.

D-2 ADDITIONAL CONDITIONS :

- 1) All items in Schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools & equipments etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipments, 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 stacking yard to 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 execute the works without causing any hindrance/ disruption to such works.

- 4)
 - a) The contractor shall intimate the Engineer-In-Charge about the number of labourer and number & type of equipments engaged daily for execution of the work. Two registers will be maintained by him for this purpose. He shall arrange the labourers in such a way so as to complete the works within the stipulated time.
 - b) As the work will be executed in different locations, the contractor shall submit detailed intimation to the Engineer-In-Charge before starting the work at a new location furnishing the date from which he wants to start the work at that location. The work at the new location will be taken up with the consent of EIC.
- 5) The contractor is sole responsible for watch and ward of the materials necessary for the work till completion and handing over of the site to the Department. For any loss, theft or damage of materials under custody during execution of the work, the contractor is liable to make up for such loss as deemed fit by the Department.
- 6) The contractor shall draw the materials from Departmental store being fully satisfied regarding the specifications and quantity of materials failing which no claim in any shape shall be entertained. No claim for want of Departmental supply of materials 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 & safe custody of such materials.
- 7) Engineer-in-charge or his authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him, if any, will be removed/ 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 as regards to possibility of execution of works or otherwise. 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 the 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 own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer-in-Charge shall have the authority to cause such removal at the cost & expense of the contractor and the contractor shall not be entitled to any loss or damage on this account.
- 10) The Department shall deduct Labour Welfare Cess @ 1% and Income Tax, Sales Tax/ VAT 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 in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property resulting from and in the course of works and also under the provision of the Workman's Compensation Act.
- (ii) On the occurrence of an accident arising out of the work which results in death or which is so serious as to be likely to result in death, the contractor shall within 24 (twenty four) hours of such accident, report in writing, to the Engineer-in-Charge and District Labour Officer stating the facts clearly and in sufficient the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of contractor shall be promptly reported to the Engineer-in-Charge and the District Labour Officer stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken.
- (iii) In all cases, the contractor shall indemnify the Department against the contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Govt. as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all modifications thereof whether such compensation may become payable by the contractor, the Engineer-in-Charge may retain payment due to the contractor such sum or sums of moneys as may in the opinion of the Engineer-in-Charge be sufficient to meet such liabilities. On receipt of award from the Labour Commissioner in respect of quantum of compensation, the difference of amount be adjusted.

Executive Engineer,
Lakhimpur Division

ANNEX-ICE

INITIAL CRITERIA FOR ELIGIBILITY

- 1.1 The bidder should have satisfactorily completed during the last seven years ending last day of the month of **March 2011** – (For this purpose cost of work shall mean gross value of the completed work including cost of material supplied by the Govt./ Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.

Three similar works each costing not less than **Rs.4.211** lakh (40%), or completed two similar works each costing not less than **Rs.5.263** lakh (50%), or completed one similar work costing not less than **Rs.8.425** lakh (80%). (Similar nature of work means Earth work in embankment/ railway embankment / raised platform and laying of Geo Bag etc .)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

- 1.2 The bidder should have had average annual financial turnover (gross) not less than 30% of estimated cost put to tender (**Rs. 3.16 lakh**) during the immediate last 3 (three) consecutive financial years. The average annual financial turnover (gross) should be duly audited by a Chartered Accountant. Year in which no turnover is shown also be considered for working out the average.
- 1.3 The bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
- 1.4 The bidder should have a solvency of the amount equal to 40% of the estimated cost of the work put to tender (**Rs.4.211 lakh**).(Form-B)
- 1.5 The bidder should submit up-to-date registration in CPWD/ Railways/ P&T/ MES/ State PWD/ Irrigation/ Water Resources/ PHE Department; and Income Tax Clearance Certificate/ PAN, Permission for Composition Amount of VAT in WC-2 form/ VAT Registration Certificate, EPF Registration Certificate.
- 1.6 The bidder's performance of any work completed in the last 5 years or in hand (a minimum value of 10% of the estimated value put to tender) should be certified by an officer not below the rank of Executive Engineer or equivalent and to be submitted with the tender (**Form-E**).
- 1.7 The bidder should own construction equipments as per list (**Form- H**) required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire. The bidder should have the following equipments -
 - a) Truck/ Tripper (10 ton capacity) = 3 nos.
- 1.8 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how they would be involved in this work (**Form- G**). The bidder should have the following personnel –
 - a) Junior Engineer (Qualification=Diploma in Civil, Min. Experience=2 yrs.) = 1 no. (Minimum salary - 10,000.00 Per month)
- 1.9 The bidder should furnish the details of his organization as per **Form - F**. Bidders who do not submit full information in Form-F are liable to be rejected.

The initial criteria for eligibility prescribed in Para 1 to 11 will first be scrutinized to find out the eligible bidders, and only the rates of eligible bidders will be considered for preparation of C.S. (Comparative Statement).

- 1.10 The tenderer shall have to furnish an affidavit as under at the time of purchasing of tender or with the tender paper: -

“ I / We undertake and confirm that the 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 CPWD/Brahmaputra Board contracts 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 /Performance Guarantee.”

*Executive Engineer,
Lakhimpur Division*

SPECIAL CONDITIONS OF CONTRACT

- (1) Drawing

The drawings and specifications are to be collected from the office of the Executive Engineer, Lakhimpur Division, North Lakhimpur

- (2) Start of work to be notified:

The contractor will notify the Engineer-in-charge in writing about his 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.

(3) Use of Construction facilities:

It is possible that other works at or in the vicinity of the site will be preformed 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.

(4) Climatic conditions:

The Engineer-in-charge may order the contractor to suspend any work that may be subject to damage by climatic condition.

(5) 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.

(6) Date to be furnished by the contractor:-

The contractor shall submit the following information to the Engineer-in-charge/Chief engineer (I&W) within the period specified in each cases.

The proposed construction program and time schedule showing sequence of operations in the form of CPM chart within **thirty** days after the date of receipt of notice to proceed with the work (formal work order).

(7) Permits for materials:

The department may assist in arranging permits for construction materials, priorities for transport by road, rail or steamer or written request but will not entertain any claim for compensation for any delay in obtaining such materials which however, may be considered in giving extension of time only.

(8) Supply details:-

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

(9) Leviable charges:

The following charges, where leviable are payable by the contractor:

- a. Forest Department Road Toll for materials transported through Forest Department Road.
- b. Royalty/ Monopoly on all forest produce used like Boulder, aggregates, timber, Earth bamboo thatch etc.
- c. Demurrage of wherever, if so levied due to contractor's fault.
- d. Sales tax on all materials purchased if it is applicable on them.
- e. Compensation for damage, use or appropriation of private property.

Such charges, if any, will be recovered by the Department from the Contractor and will be paid to the department concerned. Any charges in rates for forest royalty, sales tax etc, during the tenure of the work will be borne by the contractor.

- (10) Unless otherwise specified, all tender item rates are inclusive of the supply of materials and all handling and transport charges to work.
- (11) 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 behalf, all payment under the contract may be made direct to the bank. On contractor's own acceptance of the correctness of the amount made out as being due to him by the Department, but in case of dispute between the contractor and the bank all dues to the contractor will be kept in deposit till the contractor and the bank (through an authorized agent) arrive at an amicable settlement or either party established its claim by recourse of law.
- (12) Measurements:
Measurements of height/depth will be calculated from reduced levels wherever practicable.
- (13) (a) The contractor shall construct suitable go-down, stacking site at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc, at his own cost.
- (b) The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (c) The materials are to be stacked in a proper level ground with measurable stack and every stacked should be marked with white paint at the toe of the stack with serial number. Before utilization, the stack are to be measured and the stack number is to be noted in presence of Engineer-in-charge/sit Engineer of the Department in register. The location of such stack/stockyard shall be selected in consultation with site Engineer. The rent etc for stockyard is the responsibility of the contractor. In case of necessity for shifting of stacked boulder/ materials due to any reason before their laying at a safe distance from the river bank and the same will be carried out by the contractor at his own cost.
- (d) If directed, materials shall be tested in any approved testing laboratory and the test certificate in original shall be submitted to the Engineer-in-charge and the entire charges corrected with testing including charges for repeated tests, if ordered shall be borne by the contractor.
- (e) All equipment & facilities for carrying out field test on materials shall be provided by the contractor without any extra cost.
- (f) All materials supplied by the employer/any other specialist firm & materials of contractor for which advance is given by the Department shall be properly stored and the contractor shall be responsible for its safe custody until they are required on works and till the completion of works. The Board may also deploy its own personnel at such stockyard to oversee and supervise in the Boards interest.
- (14) 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.
- (15) The contractor must not sublet the work or any part of the work without the permission of the Executive Engineer, Lakhimpur Division Brahmaputra Board.
- (16) No labourer under fourteen 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

- neighborhood and as per minimum wage circular of the labour Deptt. Govt. of Assam, Labour license shall be obtained by the contractor from the competent authority.
- (17) Labourer engaged by the contractor for unskilled/semi skilled should invariably be local people, wherever such people are available.
- (18) It will be bidder's responsibility to arrange for permit for collection of stones, river boulders, gravels, sand and other required materials and make payment for royalties for those. The Departments may however, help in arranging the permit if it is a government quarry but the contractor will have to pay the royalties as required.
- (19) 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 Executive Engineer, Lakhimpur Division shall be applicable.
- (20) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- (21) The water and electricity required for construction and for their own camp purpose shall be arranged by the contractor.
- (22) 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 construction period.
- (23) If arbitration arises, the jurisdiction will be the "Gauhati High Court".
- (24) Quality control of the works vis-à-vis specification of materials will be done as per standard norms/codes practiced by Assam PWD on item by item basis.

(INFORMATION REGARDING ELIGIBILITY)

3.0.0 LETTER OF TRANSMITTAL

From:

To,

The Executive Engineer,
Lakhimpur Division
Brahmaputra Board
North Lakhimpur

Subject:- Submission of bids for the work of.....

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

1. I/ we hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statements are true and correct.
2. I/ we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/ we submit the requisite certified solvency certificate and authorize the Brahmaputra Board to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/ we also authorize the Brahmaputra Board to approach individuals, employers firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works.

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

3.1.0

FORM - A

(Ref. para 1.2, Annex-ICE)
FINANCIAL INFORMATION

I. Financial Analysis: - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Year-1 (2006-07)	Year-2 (2007-08)	Year-3 (2008-09)	Year-4 (2009-10)	Year-5 (2010-11)
(i)				
(ii)				

- (i) Gross Annual turnover on works
- (ii) Profit/ Loss

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form: B.

Signature of
Chartered Accountant
With Seal

Signature of Bidder(s)

FORM - B
(Ref. para 1.4, Annex-ICE)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

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

Date

(Signature)
For the Bank

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

FORM - E
(Ref. para 1.6 of Annex-ICE)

PERFORMANCE REPORT OF THE WORK.....

1. Name of work & location.
2. Agreement No.
3. Estimated cost
4. Tendered cost
5. Date of start of work
6. Date of completion of work
 - i. Stipulated date of completion
 - ii. Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report.
 - i. Quality of work Very Good/Good/Fair/Poor
 - ii. Financial soundness Very Good/Good/Fair/Poor
 - iii. Technical proficiency Very Good/Good/Fair/Poor
 - iv. Resourcefulness Very Good/Good/Fair/Poor
 - (From to)
 - v. General Behaviour Very Good/Good/Fair/Poor.

Dated:

Executive Engineer or Equivalent.

FORM - F
(Ref. para 1.9, of ICE)

STRUCTURE & ORGANISATION

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

Organisation/Place of registration	Registration No.
1.	
2.	
3.	
5. Name and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder or any constituent partner in case of partnership firm/ Joint Venture, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment
9. Has the bidder, or any constituent partner in case of partnership firm/ Joint Venture, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

3.1.7

FORM – G
(Ref. para 1.8, Annex-ICE)

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED
FOR THE WORK**

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

Signature of Bidder(s)

FORM – H
(Ref. para 1.7, Annex-ICE)

**DETAILS OF ACCESSORIES LIKELY TO BE USED IN
CARRYING OUT THE WORK**

Sl. No.	Name of Accessory	No.	Capacity or type	Age	Condition	Ownership status			Current location	REMARKS
						Owned	Leased	To be Purchased		
1	2	3	4	5	6	7	8	9	10	11

Signature of Contractor

SECTION-IV

4.0.0 TECHNICAL NOTE:

Location of the Scheme: Majuli Island

District: Jorhat
State: Assam

4.1.0 COMMUNICATION:

AIRPORT: Jorhat

RAILWAYS: Jorhat

ROAD: River Brahmaputra is to be crossed by ferry/ boat to reach Majuli Island from Neematighat.

4.3.0 HOTEL/ GUEST HOUSE FACILITIES : Available at Jorhat

4.4.0 GENERAL FACILITIES:

4.4.1 Labour: Available

4.4.2 Marketing Facilities: Available

4.5.0 WATER SUPPLY: Available

4.6.0 HOSPITALS: District Hospital at Jorhat

4.7.0 ELECTRICITY: Available

4.8.0 POST & TELEPHONE: Available

4.9.0 AVAILABILITY OF PETROL, DIESEL, LUBRICANTS: Available

**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
BRAHMAPUTRA BOARD**

AMENDED UPTO AUG 2007

CPWD-6

**SECTION-I
NOTICE INVITING TENDER**

2. Item rate tenders are invited on behalf of the Chairman, Brahmaputra Board from approved and eligible contractors of CPWD, Dept. of Telecommunications, MES, Railways, State PWD/ PHE/ Irrigation/ Water Resources, etc., for the work of

“Repairing and construction of nose portion of check dam no. 4 at Kandulimari. (Balance work) ”.

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case, both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates, i.e. original date of sale of tender or on the extended date of sale of tenders.

- 2.1 This group of work is estimated to cost **Rs.12.083 lakh**. This estimate, however, is given merely as a rough guide.

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NIT for calling the tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

- 1.2 This tender is called under *two envelope system*. Envelope-1 will contain documents related to eligibility criteria & Envelope-2 will contain Financial Bid. Envelope-1 of all tenders shall be opened first and evaluated and qualified bidders will be selected. Financial bid of qualified bidders shall then be opened at notified time, date and place in presence of tenderers or their representatives. The eligibility criteria are as per **Annex-ICE**.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-8 which is also available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said Form which will form part of the Agreement. Clause No. 6A, 6B, 10CC, 31-I, 34, of CPWD Form-8 stand deleted.

3. The time allowed for carrying out the work will be **3 (Three) months** from the **10th day** after the date of issue of ‘letter of acceptance of tender’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work shall be made available as specified below:
The site for the work shall be made available within 10(ten) days after the date of issue of the letter of acceptance of tender.
- Receipt of applications for issue of forms will be stopped by **1600 Hrs.** on 20-01-2012 issue of tender forms will be stopped three days before the date fixed for opening of tenders.
- Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Lakhimpur Division between hours of **11.00 A.M. & 04.00 P.M.** from 12-01-2012 to 17-01-2012 every day except on Saturdays, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:-
- i) **Rs. 1000.00** in cash/ Demand Draft as cost of tender.
 - ii) Earnest Money of **Rs. 24,200.00** in the shape of of at call a schedule Bnk/fixed deposit receipt of scheduled bank may be drawn in favour of Executive Engineer, Majuli Division. In case of Banker cheque/Demand draft, the same may be drawn in favour of Financial Advisor, Brahmaputra Board.
(50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank.)
 - iii) The Security Deposit will be collected from the Running Bills of contractors @ 5% of the tendered value of the work.
6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Executive Engineer, Lakhimpur Division *Brahmaputra Board* up to **03.00 P.M.** on **20-01-2012** and will be opened by Executive Engineer, Majuli Division or his authorized representative in the office of Executive Engineer, Lakhimpur Division on the same day at **03.30 P.M.**
7. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as **performance guarantee** in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in the form of Govt. Security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
8. The location & quantity of work are given at **ANNEX-I** below:

ANNEX – I

Sl. No.	Location	Approx. Quantity of are given in schedule of quantity pages (Quantity may vary depending upon actual requirement & site condition)
1.	Kandulimari, Majuli	Quantity enclosed at Schedule-A

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Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to 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 tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his 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 tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the Chairman, Brahmaputra Board does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/ quotations whose date of receipt is up to 3-30 Pm, of 20-01-2012., subject to the estimated cost being of Rs. five crores and above. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. The competent authority on behalf of the Chairman, Brahmaputra Board reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Brahmaputra Board or in the Ministry of Water Resources. Any breach of this condition by the contractor would render him liable to be rejected.
13. 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 two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his 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 tender or engagement in the contractor's service.

14. The tender for the works shall remain open for acceptance for a period of **90 (ninety) days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender 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 tenderer shall not be allowed to participate in the re-tendering process of the work.
15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender 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 Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD Form 8.
16. All rates should be quoted in figures as well as in words. In case of discrepancy in the rate quoted by the contractor in words & figures, the rate quoted in words will be considered as the correct rate.
17. A pre-bid conference will held on 18-01-2012 with intending bidders for clarification, any doubt of the intending bidders or for modification on any condition of the contract, specifications etc. Minutes of the meeting will be circulated to all bidders.

Executive Engineer,
Majuli Division

**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
BRAMAPUTRA BOARD
SECTION-II**

AMENDED UPTO AUG 2007

CPWD-8

STATE- Assam
CIRCLE- Tinsukia

DIVISION- Majuli

Item Rate Tender & Contract for Works

Tender for the work of: - “Repairing and construction of nose portion of check dam no. 2 at Kandulimar (Balance work)”.

- (i) To be submitted by **15-00** hours on **20-01-2012** to The Executive Engineer, Lakhimpur Division Brahmaputra Board.
- (ii) To be opened by Executive Engineer, Majuli Division in presence of tenderer who may be present at **15-30** hours on 20-01-2012 in the office of Executive Engineer, Lakimpur Division, Brahmaputra Board.

Issued to(contractor)

Signature of Officer issuing the documents

Designation

Date of issue

T E N D E R

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 **ninety (90) days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.** has been deposited in receipt treasury challan/ deposit at call receipt of a scheduled bank/ fixed deposit receipt of scheduled bank/ demand draft of a scheduled bank,/ bank guarantee issued by a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India 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 the Chairman, Brahmaputra Board shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the 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 and 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 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 therefrom 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.

Dated :

Signature of Contractor

Witness :

Postal Address

.....
.....

Address :

.....
.....

Occupation :

.....

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and 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:-

- i)
- ii)
- iii)

For & on behalf of the Chairman,
Brahmaputra Board

Signature :.....
.....

Dated : Designation :
.....

SCHEDULES

SCHEDULE 'A'

SCHEDULE OF QUANTITIES

Name of work:- "Repairing and construction of nose portion of check dam no. 4 at Kandulimari (Balance work)".

Sl.	Item of work	Qntty.	Unit	Rate in figure	Rate in words	Amount (In Rs.)
1	2	3	4	5	6	
1	Excavation of Soil using Hydraulic excavator CK 90 and Tippers with disposal upto 1000 meter (Excavation of road work in soil with hydraulic excavator of 0.90 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grade and cross- section, loading and disposal of cut road/ embankment with all lift and lead upto 1000m and including forest Royalty and as directed by Department.	2531.00	cum			
2	Laying of graded sand filled Geo Bags of size 2.00m x 1.50m (Pillow type) made of polypropylene multifilament geo-textile of mass per unit area 240gsm and tensile strength wrap and weft 55 KN per meter and 42 KN/Mm respectively etc for filling of 1.00m ³ of sand including carrying stacking, tying etc complete as directed. (Geo bags to be supplied by the Brahmaputra Board free of cost)	3320.00	Nos.			
	Total					

Signature of Bidder

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	<p>Geo bags (Size: 2.0m X 1.5m) (pillow type) made of composite layers of geo-textile as per specifications below:</p> <p>Woven geo-textile for the outer cover The woven geo-textile is woven with UV resistant slit film tape fiber with MARV values of the following properties. It should resist UV degradation rotting and biological degradation, naturally encountered acids and alkalis.</p> <p>Mass per unit area (ASTMD 5261)=210 g/m² Wide width tensile strength in Machine Direction (ASTMD 4595)=40kN/m % Elongation at failure in Machine direction (ASTMD 4595)=22% Wide width tensile strength in X-Machine Direction (ASTMD 4595)=35 kN/m % Elongation at failure in Machine direction (ASTMD 4595)=15% Trapezoidal tear strength (ASTMD 4533) =500 N Puncture resistance (ASTMD 4833) =500N Permittivity (ASTMD 4491) = 0.05 Sec⁻¹ Water flow (ASTMD 4491) =163 lit/ min/m² AOS (ASTMD 4751) = 0.420 mm U V resistance (ASTDM 4355) =70% / 500 hrs Minimum Roll width=4 m</p> <p><u>Non woven geo-textile for the inner layer</u> It is needle punched non-woven geo-textile made of 100% Polypropylene staple fibers which are formed into a random network for dimensional stability. It should resist UV degradation, rotting and biological degradation, naturally encountered acids and alkalis. Mass per unit area (ASTMD 5261)=140 g/m² Wide width tensile strength in Machine Direction (ASTMD 4595)=9 kN/m % Elongation at failure in Machine direction (ASTMD 4595)=50% Wide width tensile strength in X-Machine Direction (ASTMD 4595)=9 kN/m % Elongation at failure in Machine direction (ASTMD4595)=50% Trapezoidal tear strength (ASTMD 4533)=200 N Puncture resistance (ASTMD 4833)=300N Permittivity (ASTMD 4491) = 1.8 Sec⁻¹ Water flow (ASTMD 4491)=4500 lit/ min/m² AOS (ASTMD 4751)= 0.212 mm U V resistance (ASTDM 4355) =70% / 500 hrs Minimum Roll width=4 m</p> <p><u>Details of yarn for stitching the geo-bags</u></p> <p>Type of yarn: polyester/ polypropylene/ nylon (multi-filament twisted) Denier: 2500-3000 Strength: 10-15 kg Type of stitch: chain stitch (twine/ double seams) Stitches/ 100mm: 8-12 stitch/ 100mm</p>	As per Requirement	Free of cost	Divisional store at Majuli
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SCHEDULE 'C'

Tools and plants to be hired to the contractor:

Sl. No.	Description	Hire charges per day	Place of issue
1	2	4	5
NIL.....

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any:
Attached as Form-A, B, C, D, E, F, G & H.

SCHEDULE 'E'

NA

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

SCHEDULE 'F'

General Conditions of contract:

Name of work "Repairing and construction of nose portion of check dam no. 2 at Kandulimari (Balance work)".

v) Estimated cost of work	Rs. 12.083 lakh
vi) Earnest Money	Rs. 24,200.00
vii) Performance Guarantee	Rs. 36,300.00
viii) Security Deposit	5% of Tendered Value

General Rules & Directions:-

Officer inviting tender: Executive Engineer, Majuli Division, Kamlabari, Majuli Brahmaputra Board,
on behalf of Chairman, Brahmaputra Board.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See below

Definitions:

- a) Engineer-in-Charge : Executive Engineer, Majuli Division, Brahmaputra Board, Kamlabari
- b) Accepting Authority : Chairman, Brahmaputra Board

- c) Percentage on cost of materials and labour to cover all overheads and profits : 10 %
- d) Standard Schedule of Rates : APWD- SR:2009-10(Roads) & Analyzied rate
- e) Department : BRAHMAPUTRA BOARD
- f) Standard CPWD contract Form :CPWD form 8 as modified & corrected up to latest amendments. Clause No 6A, 6B, 10CC, 31-I, 34, of CPWD Form-8 stand deleted.

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 7 (Seven) days
- ii) Maximum allowable extension beyond the period provided in (i) above in days : 7 (seven) days

Clause 2

Authority for fixing compensation under clause 2 : Superintending Engineer, Tinsukia Circle, Brahmaputra Board, Tinsukia.

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 month wise (from date of start)			Amount to be withheld in case of non achievement of milestone
		1st	2 nd	3 rd	
1	Excavation of Soil				As decided by the concerned S.E. as per rule.
2.	Laying of sand filled geo -bag				

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

Whether Clause 10 B shall be applicable No

Clause 10 CC

Stands deleted

Clause 11

Specifications to be followed for execution of work : As per APWD Specifications / Schedule –A & 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 NA

Clause 16 NA

Clause 36 NA

Clause 42 NA

Executive Engineer,
Majuli Division

SECTION-III
SCHEDULE – D

D-1 SPECIFICATIONS OF WORKS AND MODE OF PAYMENTS

2) DRAWINGS

An Index Map showing the location of area is attached. Executive Engineer concerned will give the exact location at site.

2) MARKING OF ALIGNMENT

Wooden/ bamboo poles about 6 to 8m length shall be supplied and fixed by the contractor along the alignment as directed by the Engineer-in-Charge for demarcation at site for laying of porcupine etc. and for this no extra payment will be made. This should be maintained and replaced as and when necessary by the contractor at his own cost.

4) **SPECIFICATION OF ITEMS.**

The works are to be carried out as per specifications and directions of Engineer-in-Charge as per actual site conditions strictly within the specified time frame. The specification of the work are as detailed below

Item No 1.	Excavation of Soil using Hydraulic excavator CK 90 and Tippers with disposal upto 1000 meter (Excavation of road work in soil with hydraulic excavator of 0.90 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grade and cross- section, loading and disposal of cut road/ embankment with all lift and lead upto 1000m and including forest Royalty and as directed by Department.
Mode of payment:	This is a comprehensive item analyses on the basis of APWD Schedule of Rates for all its constituent sub items. The measurement will be done of finished item as a job and payment made accordingly.
Item No 2.	Laying of graded sand filled Geo Bags of size 2.00m x 1.50m (Pillow type) made of polypropylene multifilament geo-textile of mass per unit area 240gsm and tensile strength wrap and weft 55 KN per meter and 42 KN/Mm respectively etc for filling of 1.00m ³ of sand including carrying stacking, tying etc complete as directed. (Geo bags to be supplied by the Brahmaputra Board free of cost)
Mode of payment:	This is a comprehensive item analyses on the basis of APWD Schedule of Rates for all its constituent sub items. The measurement will be done of finished item as a job and payment made accordingly.

D-2 ADDITIONAL CONDITIONS :

- 12) All items in Schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools & equipments etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipments, including all taxes etc.
- 13) 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 stacking yard to actual place of utilization as per direction of the Engineer-In-Charge.
- 14) There is likelihood that some other works may also be under execution simultaneously by other agencies in the adjoining area. The contractor shall execute the works without causing any hindrance/ disruption to such works.
- 15) a) The contractor shall intimate the Engineer-In-Charge about the number of labourer and number & type of equipments engaged daily for execution of the work. Two registers will be maintained by him for this purpose. He shall arrange the labourers in such a way so as to complete the works within the stipulated time.
b) As the work will be executed in different locations, the contractor shall submit detailed intimation to the Engineer-In-Charge before starting the work at a

new location furnishing the date from which he wants to start the work at that location. The work at the new location will be taken up with the consent of EIC.

- 16) The contractor is sole responsible for watch and ward of the materials necessary for the work till completion and handing over of the site to the Department. For any loss, theft or damage of materials under custody during execution of the work, the contractor is liable to make up for such loss as deemed fit by the Department.
- 17) The contractor shall draw the materials from Departmental store being fully satisfied regarding the specifications and quantity of materials failing which no claim in any shape shall be entertained. No claim for want of Departmental supply of materials 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 & safe custody of such materials.
- 18) Engineer-in-charge or his authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him, if any, will be removed/ rectified by the contractor for which no extra claim shall be entertained in any shape.
- 19) In case situation demands, the EIC has the right to review the situation as regards to possibility of execution of works or otherwise. 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.
- 20) All the 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 own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer-in-Charge shall have the authority to cause such removal at the cost & expense of the contractor and the contractor shall not be entitled to any loss or damage on this account.
- 21) The Department shall deduct Labour Welfare Cess @ 1% and Income Tax, Sales Tax/ VAT and or any other prevailing tax as per norms at the time of releasing payment of interim bills/ final bill.
- 22) Accident :
 - (i) It shall be the responsibility of the contractor to protect against accidents on the works and the workmen engaged by him in the works. He shall indemnify the Department against any claim for damage or for any injury to persons or property

resulting from and in the course of works and also under the provision of the Workman's Compensation Act.

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

Executive Engineer,
Majuli Division

ANNEX-ICE

INITIAL CRITERIA FOR ELIGIBILITY

- 1.11 The bidder should have satisfactorily completed during the last seven years ending last day of the month of **March 2011** – **(For this purpose cost of work shall mean gross value of the completed work including cost of material supplied by the Govt./ Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.**

Three similar works each costing not less than **Rs.4.83** lakh (40%), or completed two similar works each costing not less than **Rs.6.04** lakh (50%), or completed one similar work costing not less than **Rs.9.67** lakh (80%). (Similar nature of work means Earth work in embankment/ railway embankment/ raised platform and laying of Geo Bag etc .)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

- 1.12 The bidder should have had average annual financial turnover (gross) not less than 30% of estimated cost put to tender (**Rs. 3.63 lakh**) during the immediate last 3 (three) consecutive financial years. The average annual financial turnover (gross) should be duly audited by a Chartered Accountant. Year in which no turnover is shown also be considered for working out the average.
- 1.13 The bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
- 1.14 The bidder should have a solvency of the amount equal to 40% of the estimated cost of the work put to tender (**Rs.4.83 lakh**).(Form-B)
- 1.15 The bidder should submit up-to-date registration in CPWD/ Railways/ P&T/ MES/ State PWD/ Irrigation/ Water Resources/ PHE Department; and Income Tax Clearance Certificate/ PAN, Permission for Composition Amount of VAT in WC-2 form/ VAT Registration Certificate, EPF Registration Certificate.
- 1.16 The bidder's performance of any work completed in the last 5 years or in hand (a minimum value of 10% of the estimated value put to tender) should be certified by an officer not below the rank of Executive Engineer or equivalent and to be submitted with the tender (**Form-E**).
- 1.17 The bidder should own construction equipments as per list (**Form- H**) required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc., and submit the list of firms from whom he proposes to hire. The bidder should have the following equipments -
 - b) Truck/ Tripper (10 ton capacity) = 3 nos.
- 1.18 The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how they would be involved in this work (**Form- G**). The bidder should have the following personnel –
 - b) Junior Engineer (Qualification=Diploma in Civil, Min. Experience=2 yrs.) = 1 no.(Minimum Salary Rs. 10,000.00 Per month)
- 1.19 The bidder should furnish the details of his organization as per **Form - F**. Bidders who do not submit full information in Form-F are liable to be rejected.

The initial criteria for eligibility prescribed in Para 1 to 11 will first be scrutinized to find out the eligible bidders, and only the rates of eligible bidders will be considered for preparation of C.S. (Comparative Statement).

- 1.20 **The tenderer shall have to furnish an affidavit as under at the time of purchasing of tender or with the tender paper: -**
“ I / We undertake and confirm that the 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 CPWD/Brahmaputra Board contracts 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 /Performance Guarantee.”

Executive Engineer,

SPECIAL CONDITIONS OF CONTRACT

(6) Drawing

The drawings and specifications are to be collected from the office of the Executive Engineer, Majuli Division, Brahmaputra Board.

(7) Start of work to be notified:

The contractor will notify the Engineer-in-charge in writing about his 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.

(8) Use of Construction facilities:

It is possible that other works at or in the vicinity of the site will be preformed 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.

(9) Climatic conditions:

The Engineer-in-charge may order the contractor to suspend any work that may be subject to damage by climatic condition.

(10) 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.

(6) Date to be furnished by the contractor:-

The contractor shall submit the following information to the Engineer-in-charge/Chief engineer (I&W) within the period specified in each cases.

The proposed construction program and time schedule showing sequence of operations in the form of CPM chart within **thirty** days after the date of receipt of notice to proceed with the work (formal work order).

(7) Permits for materials:

The department may assist in arranging permits for construction materials, priorities for transport by road, rail or steamer or written request but will not entertain any claim for compensation for any delay in obtaining such materials which however, may be considered in giving extension of time only.

(9) Supply details:-

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

(25) Leviable charges:

The following charges, where leviable are payable by the contractor:

- a. Forest Department Road Toll for materials transported through Forest Department Road.
- b. Royalty/ Monopoly on all forest produce used like Boulder, aggregates, timber, Earth bamboo thatch etc.
- c. Demurrage of wherever, if so levied due to contractor's fault.
- d. Sales tax on all materials purchased if it is applicable on them.
- e. Compensation for damage, use or appropriation of private property.

Such charges, if any, will be recovered by the Department from the Contractor and will be paid to the department concerned. Any charges in rates for forest royalty, sales tax etc, during the tenure of the work will be borne by the contractor.

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

- (27) 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 behalf, all payment under the contract may be made direct to the bank. On contractor's own acceptance of the correctness of the amount made out as being due to him by the Department, but in case of dispute between the contractor and the bank all dues to the contractor will be kept in deposit till the contractor and the bank (through an authorized agent) arrive at an amicable settlement or either party established its claim by recourse of law.
- (28) Measurements:
Measurements of height/depth will be calculated from reduced levels wherever practicable.
- (29) (a) The contractor shall construct suitable go-down, stacking site at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc, at his own cost.
- (b) The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (c) The materials are to be stacked in a proper level ground with measurable stack and every stacked should be marked with white paint at the toe of the stack with serial number. Before utilization, the stack are to be measured and the stack number is to be noted in presence of Engineer-in-charge/sit Engineer of the Department in register. The location of such stack/stockyard shall be selected in consultation with site Engineer. The rent etc for stockyard is the responsibility of the contractor. In case of necessity for shifting of stacked boulder/ materials due to any reason before their laying at a safe distance from the river bank and the same will be carried out by the contractor at his own cost.
- (d) If directed, materials shall be tested in any approved testing laboratory and the test certificate in original shall be submitted to the Engineer-in-charge and the entire charges corrected with testing including charges for repeated tests, if ordered shall be borne by the contractor.
- (e) All equipment & facilities for carrying out field test on materials shall be provided by the contractor without any extra cost.
- (f) All materials supplied by the employer/any other specialist firm & materials of contractor for which advance is given by the Department shall be properly stored and the contractor shall be responsible for its safe custody until they are required on works and till the completion of works. The Board may also deploy its own personnel at such stockyard to oversee and supervise in the Boards interest.
- (30) 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.
- (31) The contractor must not sublet the work or any part of the work without the permission of the Chief Engineer (I&W), Brahmaputra Board.
- (32) No labourer under fourteen 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 neighborhood and as per minimum wage circular of the labour Deptt. Govt. of Assam, Labour license shall be obtained by the contractor from the competent authority.
- (33) Labourer engaged by the contractor for unskilled/semi skilled should invariably be local people, wherever such people are available.
- (34) It will be bidder's responsibility to arrange for permit for collection of stones, river boulders, gravels, sand and other required materials and make payment for royalties for

those. The Departments may however, help in arranging the permit if it is a government quarry but the contractor will have to pay the royalties as required.

- (35) 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 Chief Engineer (I&W) shall be applicable.
- (36) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- (37) The water and electricity required for construction and for their own camp purpose shall be arranged by the contractor.
- (38) 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 construction period.
- (39) If arbitration arises, the jurisdiction will be the “Gauhati High Court”.
- (40) Quality control of the works vis-à-vis specification of materials will be done as per standard norms/codes practiced by Assam PWD on item by item basis.

(INFORMATION REGARDING ELIGIBILITY)

3.0.0 LETTER OF TRANSMITTAL

From:

To,
The Executive Engineer,

Majuli Division
Brahmaputra Board
Kamlabari, Majuli

Subject:- Submission of bids for the work of.....

Sir,

Having examined the details given in press notice and bid document for the above work, I/we hereby submit the relevant information.

5. I/ we hereby certify that all the statement made and information supplied in the enclosed forms A to H and accompanying statements are true and correct.
6. I/ we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
7. I/ we submit the requisite certified solvency certificate and authorize the Brahmaputra Board to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/ we also authorize the Brahmaputra Board to approach individuals, employers firms and corporation to verify our competence and general reputation.
8. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following works.

Name of work

Certificate from

Enclosures:

Seal of bidder

Date of submission:

Signature(s) of Bidder(s)

3.1.0

FORM - A

(Ref. para 1.2, Annex-ICE)
FINANCIAL INFORMATION

I. Financial Analysis: - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Year-1 (2006-07)	Year-2 (2007-08)	Year-3 (2008-09)	Year-4 (2009-10)	Year-5 (2010-11)
(i)				
(ii)				

(iii) Gross Annual turnover on works

(iv) Profit/ Loss

II. Financial arrangements for carrying out the proposed work.

III. Solvency Certificate from Bankers of the bidder in the prescribed Form: B.

Signature of
Chartered Accountant
With Seal

Signature of Bidder(s)

FORM - B
(Ref. para 1.4, Annex-ICE)

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s / Shri

.....

... having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs.....
(Rupees.....
.....)

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

Date:

(Signature)
For the Bank

NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM – E
(Ref. para 1.6 of Annex-ICE)

PERFORMANCE REPORT OF THE WORK.....

1. Name of work & location.
2. Agreement No.
3. Estimated cost
4. Tendered cost
5. Date of start of work

6. Date of completion of work

iii. Stipulated date of completion

iv. Actual date of completion

7. Amount of compensation levied for delayed completion, if any

8. Amount of reduced rate items, if any

9. Performance Report.

vi. Quality of work Very Good/Good/Fair/Poor

vii. Financial soundness Very Good/Good/Fair/Poor

viii. Technical proficiency Very Good/Good/Fair/Poor

ix. Resourcefulness Very Good/Good/Fair/Poor

(From to)

x. General Behaviour Very Good/Good/Fair/Poor.

Dated:

Executive Engineer or Equivalent.

FORM - F
(Ref. para 1.9, of ICE)

STRUCTURE & ORGANISATION

1. Name & address of the bidder

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

Organisation/Place of registration	Registration No.
1.	
2.	
3.	
5. Name and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder or any constituent partner in case of partnership firm/ Joint Venture, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment
9. Has the bidder, or any constituent partner in case of partnership firm/ Joint Venture, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

3.1.7

FORM – G (Ref. para 1.8, Annex-ICE)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

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

Signature of Bidder(s)

FORM – H
(Ref. para 1.7, Annex-ICE)

**DETAILS OF ACCESSORIES LIKELY TO BE USED IN
CARRYING OUT THE WORK**

Sl. No.	Name of Accessory	No.	Capacity or type	Age	Condition	Ownership status			Current location	REMARKS
						Owned	Leased	To be Purchased		
1	2	3	4	5	6	7	8	9	10	11

Signature of Contractor

SECTION-IV

4.0.0 TECHNICAL NOTE:

Location of the Scheme: Majuli Island

District: Jorhat

State: Assam

4.2.0 COMMUNICATION:

AIRPORT: Jorhat

RAILWAYS: Jorhat

ROAD: River Brahmaputra is to be crossed by ferry/ boat to reach Majuli Island from Neematighat.

4.3.0 HOTEL/ GUEST HOUSE FACILITIES : Available at Jorhat

4.4.0 GENERAL FACILITIES:

4.4.1 Labour: Available

4.4.2 Marketing Facilities: Available

4.5.0 WATER SUPPLY: Available

4.6.0 HOSPITALS: District Hospital at Jorhat

4.7.0 ELECTRICITY: Available

4.8.0 POST & TELEPHONE: Available

4.10.0 AVAILABILITY OF PETROL, DIESEL, LUBRICANTS: Available

For Authorized use only

**GOVERNMENT OF INDIA
BRAHMAPUTRA BOARD**

**(MINISTRY OF WATER RESOURCES)
KAMLABARI : MAJULI.**

TENDER DOCUMENT

Name of work:- Repairing and construction of nose portion
of check dam no. 4 at Kandulimari
(Balance work) (Group No. 2)

Issued to

Issued by

BRAHMAPUTRA BOARD
MAJULI DIVISION

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PARTICULARS OF ITEM

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