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GOVERNMENT OF INDIA
(**MINISTRY OF WATER RESOURCES**)
BRAHMAPUTRA BOARD
BASISTHA: GUWAHATI -781029

TENDER DOCUMENT

Name of work: - Carrying out bank compassing, cross-section & GTS BM connection survey of river Teesta, Jaldhaka and Torsa - Raidak from toe of hill towards the confluence to Brahmaputra Basin in Indian Territory.

Issued to _____

Issued by _____

BRAHMAPUTRA BOARD
BASISTHA, GUWAHATI-29

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BRAHMAPUTRA BOARD, BASISTHA, GUWAHATI-29
(www.brahmaputra board gov. in / www.tender. gov. in)

No BB/GC/NIT/10-11/ 9

Dt.07.02.11

PRESS NOTICE

Sealed tenders in prescribed forms in two envelope system are invited on behalf of Brahmaputra Board from approved and eligible registered contractors in CPWD, Railways, P&T, MES and State PWD/ Irrigation / Water Resources/ PHE Department for the survey works as stated below. Tenders will be received up to 3.00 P.M. on 02-03-2011 and will be opened on the same day at 3.30 P.M. The Brahmaputra Board follows the CPWD procedure and bidders are advised to get themselves acquainted with the CPWD manual / procedures.

Location of work: Plain areas of Jalpaiguri & CoochBehar Districts in West Bengal.

Name of work	Estimated Value	Earnest Money	Cost of Tender Paper	Time of completion
1	2	3	4	5
Carrying out bank compassing, cross-section & GTS BM connection survey of river Teesta, Jaldhaka and Torsa –Raidak from toe of hill towards the confluence to Brahmaputra Basin in Indian Territory	₹10.308 lakh	₹20,700.00	₹500.00	3(Three) months

All terms & conditions and detailed tender papers can be had from this office from 14.02.2011 on working days up to 3.00 PM of 28.02.2011 on payment of ₹500.00 (Rupees five hundred) only (non-refundable) in the form of demand draft of a scheduled bank guaranteed by the Reserve Bank of India payable at Guwahati in favour of Financial Adviser, Brahmaputra Board, Basistha, Guwahati-29. Receipt of applications for issue of tender forms will be stopped by 4.00 P.M. of 27.02.2011

Details of tender can be seen both at Brahmaputra Board's website www.brahmaputraboard.gov.in / www.tender.gov.in and office Notice Board.

(J.BARMAN)
Superintending Engineer
Guwahati Circle

NOT TO BE PUBLISHED.

Memo No BB/ GC / NIT/10-11/ 9A

Dt.07.02.11

Copy to,

1. 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” in both Assam& Bengal Editions on or before 21.02.11. Bill in triplicate may please be submitted to this office for necessary payment as per DAVP rates.

Superintending Engineer
Guwahati Circle

Memo No BB/ GC /NIT/10-11/ 9A

Dt. 07.02.11

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 Secretary, Irrigation & Waterways Directorate, Jal Sampda Bhavan, Kolkata – 91 for information & wide circulation.
5. The Chief Engineer& Chairman, I&WD, Club Road, Jalpaiguri(West Bengal) for information & wide circulation.
6. The Chief Engineer (I&W), Brahmaputra Board, Basistha, Guwahati-29 for information & wide circulation.
7. The Superintending Engineer, Tinsukia Circle, Silchar Circle, Pagladia Dam Project for information and wide circulation.
8. The Executive Engineer, Jalpaiguri Division for information & 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 Board 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 of Superintending Engineer, Guwahati Circle, Brahmaputra Board, Basistha, Guwahati-29.
13. Relevant file.

Superintending Engineer
Guwahati Circle

GOVERNMENT OF INDIA
(MINISTRY OF WATER RESOURCES)
OFFICE OF THE SUPERINTENDING ENGINEER: GUWAHATI CIRCLE
BRAHMAPUTRA BOARD, BASISTHA, GUWAHATI-29
(www.brahmaputraboard gov. in / www.tender. gov. in)

No BB/GC/NIT/10-11/ 9

Dt.07.02.2011

NOTICE INVITING TENDER

Sealed tenders in prescribed forms in two envelope systems are invited on behalf of Brahmaputra Board from approved and eligible registered contractors in CPWD, Railways, P&T, MES and State PWD/ Irrigation / Water Resources / PHE Department for the works as stated below. Tenders will be received up to 3.00 P.M. on 02.03.2011 and will be opened on the same day at 3.30P.M. The Brahmaputra Board follows the CPWD procedure and bidders are advised to get themselves acquainted with the CPWD manual / procedures.

Location of work: Plain areas of Jalpaiguri & CoochBehar Districts in West Bengal.

Name of work	Estimated Value In Rs.	Earnest Money In Rs.	Time of completion
1	2	3	4
Carrying out bank compassing, cross-section & GTS BM connection survey of river Teesta, Jaldhaka and Torsa – Raidak from toe of hill towards the confluence to Brahmaputra Basin in Indian Territory	• 10.308 lakh	• 20,700.00	3(Three) months

Work is time bound and have to be completed within the stipulated time. Bidders are advised to visit the work sites before submission of their tender.

Earnest Money may be deposited in the form of (i) Deposit at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India (ii) Banker's cheque (iii) Demand draft & (vi) FDR pledge in favour of " Superintendent Engineer, Guwahati Circle, Brahmaputra Board, Basistha, Guwahati-29."

All terms & conditions and detailed tender papers can be had from this office from 14.02.11 on working days up to 3.00 PM of 28.02.11 on payment of Rs. 500.00 (Rupees Five hundred) only (non – refundable) in the form of demand draft of a scheduled bank guaranteed by the Reserve Bank of India payable at Guwahati in favour of Financial Adviser, Brahmaputra Board , Basistha, Guwahati-29. Receipt of applications for issue of tender form will be stopped by 4.00 P.M. of 27.02.11

Intending Bidders may download the tender directly from Brahmaputra Board's web site [www.brahmaputraboard gov. in](http://www.brahmaputraboard.gov.in) / [www.tender. gov. in](http://www.tender.gov.in). However, the bidders will have

to deposit the cost of tender paper in the same manner along with tender documents.

The tenders of the contractors who do not deposit earnest money in the prescribed manner are liable to be rejected.

Qualifying criteria for issue of Tender Document:

1. Experience of having successfully completed similar works during last 7(Seven) years ending last day of month previous to the one in which applications are invited should be either of the following.

a. Two similar completed works costing not less than the amount equal to 60% of the estimated cost.

Or

b. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(Similar works mean river survey work/ road survey work / project area survey work etc.)
(Attested eligible copies of relevant work order and completion certificates from concerned Executive Engineer / Department in support of the above are to be submitted as required for relevant clause).

2. Average annual financial turnover during the last 3(three) years ending 31st March of the previous financial years, should be at least 30% of the estimated cost.

3. Attested copies of up to date valid Contractor's Registration Certificate, Income Tax clearance / PAN, VAT Registration certificate, permission to pay composition amount in WC-2 EPF Registration Certificate, relevant work order and completion certificate of concerned Executive Engineer and supporting documents (Balance sheet) against financial turnover shall be enclosed along with the application. The original certificates will have to be produced at the time of issue of the tender paper.

4. In case of firms, firm Registration, Registered partnership Deed etc. has to be produced in addition to the above mentioned documents.

5. The original certificates will have to be produced as and when asked by the department.

6. Proof of having at least 1(one) no. Graduate Engineer (Civil) or 2 (two) nos. Diploma Engineer (Civil)/surveyors with minimum 3 (three) years experience is to be produced.

7. Proof of having at least 1 (one) no of total station, is to be produced.

8. The tenderer must sign each & every pages of tender document.

9. Copies of documents submitted must be eligible.

The Superintending Engineer, Guwahati Circle reserves the right to accept or reject any or all tenders without assigning any reasons.

Superintending Engineer
Guwahati Circle

GENERAL GUIDELINES AND TERMS AND CONDITIONS

(I) GENERAL GUIDELINES

A. Site information:

- i) **Area :-** Plain areas of Jalpaiguri & Cooch Behar district extending approximately 10-20 km D/ S of foothills to Indo Bangladesh Border. The total area covered is 9614 sqkm. The entire region falls under Brahmaputra Basin. The area is bounded by latitudes $27^{\circ} 00' 00''$ N $25^{\circ} 57' 40''$ N and longitudes $89^{\circ} 54' 35''$ E $88^{\circ} 47' 40''$ E.
- ii) **Approach to site:** - The main approach to this North Bengal region is through Siliguri. From Assam side the area can be covered from Cooch Behar district.
- iii) **Camping Area:** - In all Siliguri is suitable place for camping.
- iv) **Climatic Condition:-** Geomorphologically the area forms a part of the Brahmaputra River Basin. The area is covered in parts with high reed jungles interspersed with swamps or bolls and large stretches of rich fodder grass. A highly humid atmosphere, abundant rains and general coolness characterize its climate. Winter sets in the month of December and continues till February. This is followed the season of severe thunderstorms from late March to May. The rivers are however fed with water of snow & glacier melting. Monsoon starts during mid of May and ends in the mid of October. Maximum rains occur during the month of July & August. Average annual rainfall measured over the area is about 3700 mm.

B. BROAD SCOPE OF WORK

The scope involves topographic and hydrographic survey of the area as marked on the map area for the purpose of preparation of Master Plan and DPR of critically flood affected areas. The scope would consists of:

1. Survey data:-

- i) **Index plan:** - To a scale of 1: 2,50,000 should show the entire reach / area under consideration / specified, mentioning State, District, important Towns in the vicinity to the location, tributaries joining the present river Teesta, Jaldhaka & Torsa-Raidak catchment areas.
- ii) **Survey plan** should be to a scale of 1: 10,000 for the reach / area and to 1:50,000 for the reach / area as defined by the Board.

This plan should show,

- a. A compass plan covering entire reach / area as defined.
- b. Latitudes and longitudes.
- c. Winter water channels.
- d. Formation of rapids, pools, meandering etc.
- e. Position of existing structures like bridges, ghats, barrage, spurs, revetments, flood protection dykes / embankments, road etc. if any and any topographic features.
- f. The nature of vegetation that come under each cross-section during field survey in the shoals and submersible land should be indicated.
- g. The various channels both dry & live to be indicated.
- h. Position of the cross sections should be shown on plan.

2. River Cross-section:- Cross-section at 2km intervals and 30m beyond both banks including taking bearing on critically affected reaches and 2- 4 km intervals at similar plain river reaches of the area for a length of 55 km for river Teesta (from Gazaldoaba to Mekhliganj), 50 km length for river Jaldhaka (from Batabari to Mathabhangra) & 150 km length for river Torsa-Raidak (from Hasimara to Indo-Bangladesh Border via Kumargaon). Cross-section may also be required at closer intervals as directed by the Engineer –in- charge in certain locations wherever felt necessary / which may be necessary. The cross-sections of river Teesta, Jaldhaka & Torsa-Raidak is limited to 500m beyond the existing embankments on both bank. The direction of cross-section should be preferably perpendicular to the direction of river flow and shall be identified in the desktop study before proceeding to the field survey. The spot levels / RLs of individual C/S should be picked up at not more than 25m intervals at bank, dry weather channels, charts, cultivated area, villages and towns and a lesser intervals on main river channels as well as all secondary channel is having water as per field condition. In case of undulations, levels at closer interval may be required. On the cross-section, approximate HFL with date of occurrence (as per local inquiry) , water levels on the date of surveying etc.

should be marked. Position of each cross-section with their zero chainages and bearings should be invariably indicated on the survey plan referred in 1.(ii) above.

Precautions

1. **Survey data:** -At the bank lines RLs may be required to be picked up at closer intervals. Base line is also required to be marked at ground.

2.**Levels:-** All levels should be connected to GTS Bench Mark.

Methodology:-

1. **Establishment of field reference point:-** Permanent RCC bench mark pillar / location pillar embedded with brass plate have to be established on both banks at suitable locations at about 10km interval in field as well as on the outer periphery as identified by the Board for future reference including marking of Bench mark. The position of such pillars should be shown in survey plan referred in 1 (ii).

2. **Vertical control:** - Level should be transferred from nearest Survey of India (SOI) / State Irrigation Department /CWC bench mark located at several places or to Railway station etc have a minimum accuracy of 5mm.

3.**Cross – section:-** Dry area should be covered using Total Station Equipment having a minimum accuracy of 5mm. In water under ground level the RLs are measured using eco-sounder of 5mm accuracy with Total Station of not older than 5years.

4.**Reports & Maps :-** Cross-sections & compass plans showing location of cross – section should be prepared in CAD along with scope of work with tables as indicated. Cross-sections & long-sections drawings etc. should be prepared showing vertical distance & lengths on scale.

Both the soft copies in duplicate and hard copies in 10(ten) sets are to be submitted to the Board.

Superintending Engineer
Guwahati Circle.

CHAPTER -1

ITEM RATE TENDER & CONTRACT

General Rules and Directions

1. This form will state the work to be carried out as well as the quantity of the work to be executed, time of completion and percentage of security deposit to be deducted from the bills of the successful tenderers. Copies of the scope of work, methodologies specifications, maps, the schedule of quantities of work and any other documents required in connection with the work signed for the purpose of identification by the Superintending Engineer, Guwahati circle shall also be open for inspection by the contractor at the office of the Superintending Engineer, Guwahati Circle during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, giving a copy of such registration document.
3. Receipt of payments made on account of a work when executed by a firm must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate (both in words and figures) he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which other conditions of any sort will be liable to rejection.
- 4-A . The rate(s) and or amount (s) must be quoted out two decimal coinages.
- 4.B. The Contractors / bidders should quote rates considering the latest Govt orders / Circulars/ Notifications on taxes, cess etc. as applicable which are to be deducted at source from bill.
5. Submission of Tender: The complete tender document along with attested copies of eligibility certificates as mentioned in N.I.T. and as per terms and conditions stipulated in tender document should be submitted in a sealed cover envelope indicating the “ Eligibility documents”. The Financial bid quoting the rates should be submitted separately in another envelope indicating “ Financial bid”. The 2(two) envelopes should be submitted together in another sealed cover envelope subscribing “ Carrying out bank compassing ,Cross-section & GTS BM connection survey of river Teesta, Jaldhaka and Torsa-Raidak from toe of hill towards the confluence to Brahmaputra Basin in Indian Territory” and to be dropped in the tender box kept in the office of the Superintending Engineer on or before the schedule date and time. The sealed envelop containing complete tender Documents is to be addressed to the Superintending Engineer, Guwahati Circle, Brahmaputra Board, Basistha, Guwahati-29. All pages of the tender document

should be duly signed by the bidder . The envelope containing eligibility documents will be open first on 02.03.2011 at 3.30 pm in presence of the intending

bidders / authorized representative. The financial bid of the qualified bidders only will be opened after due information.

6. The tenders shall be opened by the Tender Committee in presence of intending contractors who may be present at the time and will enter the amounts of the several tenders in comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded herewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
8. Performance Gurantee: The successful contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance gurantee, in the form of an irrevocable Bank gurantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security fixed deposit receipt etc. as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work.
9. If it is found that the tender is not submitted in a proper manner or contains too much corrections and / or absurd rates or amounts it would be open for the Brahmaputra Board to reject the tender without assigning any reason.
10. The tenderers shall sign a declaration under the official secret act for maintaining secrecy of the tender documents, drawing, other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings when given to them.

: DECLARATION:

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

Signature of contractor

ITEM RATE TENDER FOR WORKS

I / We hereby tender for the execution for the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in figures and words in the attached schedule of quantities on chapter v page 19 and in accordance in with the scope of work and the methodologies, specifications, showing locations of reference points on maps and instructions in writing referred to the attached schedule of quantity and in clause 11 of the conditions of contract of CPWD 8 and with such are also provided for and in all respects in accordance with such conditions so far as applicable.

Memorandum

a) Location of work: Plain areas of Jalpaiguri & Cooch Behar districts of West Bengal.

Name of work	Estimated Value	Earnest Money	Time of completion
1	2	3	4
Carrying out bank compassing, cross-section & GTS BM connection survey of river Teesta, Jaldhaka and Torsa – Raidak from toe of hill towards confluence to Brahmaputra Basin in Indian Territory.	10.308 lakh	₹ 20,700.00	3(Three) months

The security deposit will be at uniform rate of 10% of the estimated cost put to tender / works value, this supersedes corresponding clause of CPWD Form No.8

The security deposit will be collected by deductions from the running bills of contractor at the rates mentioned above and the earnest money deposited at the time of tender will be treated as part of security deposit.

The security deposit will also be accepted in one of the forms given below subject to the conditions as prescribed under rule:

- I. Promissory notes and stock certificates of Central Govt. or State Govt.
- II. Post office cash certificate, National Saving certificate, Treasury Saving certificates, National Plan Saving Certificate, 12 Yr National Defence Certificates & 10 Yr . Defence Deposit Certificates.
- III. Post office Saving Bank Pass Book.
- IV. Municipal Debenture or post Trust Bonds.
- V. Deposit receipts of recognized Bank approved by Govt. for the purpose.
- VI. Deposit Receipts of Nationalized bank of India.

Time allowed for the work will be reconed from the 10th day of the date of written order to commence the work.

Should this tender be accepted in whole or in part, I, We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender so far as applicable

and / or in default thereof to forfeit and pay to the Superintending Engineer, Guwahati Circle, Brahmaputra Board or by successors in office the sum of money mentioned in the said conditions.

If I / We fail to commence the work specified in the above Memorandum, I / We agree that the said Chairman, Brahmaputra Board or his successors in office shall without prejudice any other right of remedy be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit.

- (i) 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 deviation as may be ordered up to a maximum of fifty percent at and here in after termed as the deviation limit of tenders the rate quoted in the tender documents and those in excess of that limit at the rates to be here in determined in accordance with provisions contained in clause 12 A of the tender form.
- (ii) If any tenderer withdraws his tender within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Board , then the Board shall ,without prejudice to any other right or remedy , be at liberty to forfeit 50% of the earnest money.

I / We agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Chairman, Brahmaputra Board and the same may at the option of the Chairman Brahmaputra Board, be recovered out of the deposit in so far as the same may extend in terms of the said Bond and in the event of deficiency out of any other money due to me / us or otherwise.

Signature of contractor

CHAPTER –II
Terms and conditions of contract

1. The tenders will be drawn up in CPWD tender form No. 8 for acceptance. The conditions of contract as detailed of CPWD form No.8 will be applicable for the execution of the contract except where indicated.
2. Tenders will be opened only of the pre-qualified contractors after due information.
3. Validity of rate will be 90 (ninety) days only, for acceptance of tender after opening of Financial bids / Tenders as the case may be.
4. Running payments shall be based on such measurements, as are available or pre-fixed for completion stages of survey works of the area to be jointly decided by the Engineer – in – charge and the contractor firm. No running payments for value of the work less than ₹ 5.00 lakh (Rupees five lakh) only shall be entertained and the prefixed stages are to be decided so as to ensure that progress of each component of survey work is achieved proportional to the time of completion of the whole survey as per given schedule. This condition shall be over & above the clause (s) relating to running payments, if any in condition of contract given in CPWD form No.8.
5. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
6. All rates should be quoted on the proper form of the tender alone.
7. Any item rate tender containing percentage below / above will be summarily rejected. Any rebate conditional or unconditional will be liable for rejection as per section 20 of CPWD manual Vol.II. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period this may be considered. The rebate thus offered will not be counted for condition of the bid (s).
8. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word '₹' should be written before the figures of rupees and word 'P' after the decimal figures e.g. ₹ 2.51 p and in case of words, the word 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rates are in whole rupees and followed by the word 'only' it should invariably be up to two decimal place while quoting the rate. In schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.

9. The Brahmaputra Board is not bound to accept the lowest tender or any other tender and reserves 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.
10. Forest Royalty, service tax, Sales Tax or any other tax on material in respect of this contract shall be payable by the contractor and Brahmaputra Board will not entertain any claim whatsoever in this respect.
11. Rate should be quoted inclusive of all taxes including VAT as applicable and no demand for transportation up to place of delivery of survey instruments, camp & supply materials will be entertained by further engagement of any expert, if any.
12. The contractor shall give a list of staff of Brahmaputra Board employees related to him (if any).
13. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent officer concerned.
14. Before tendering, the contractor shall visit the site and satisfy himself as to the conditions prevalent at the same. The site of work shall be made available within 7 (seven) days after the date of issue of the letter of acceptance of tender.
He should also see the working maps and in case of doubt obtain required particulars from Executive Engineer concerned which may in any way influence his tender as no claim whatsoever shall be entertained for any alleged ignorance thereof. In case of two / three bid system, a pre-bid meeting will be held 3- 4 days before the submission of tender documents to clarify various points that may rise at the point of time. However it will be separately intimated.
15. If on check there are difference between the rates quoted by the contractor in words and figures or in the amount worked out by him the following procedure shall be followed.
 - i) When there is a difference between rates in figures and in words, the rates that correspond to the words shall be taken as correct.
 - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

16. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates are quoted, it would then be open for the Brahmaputra Board to take suitable action against the contractor. In case it is found that for a particular item rate is not quoted then the highest quoted rate(s) of the bidders will be considered for evaluation of the tender & if work is allotted to him which is remote the lowest quoted rate (s) including estimated rate will be offered which shall be binding .
17. Tender document submitted by the bidders will not be returned back whether accepted or rejected.

Superintending Engineer
Guwahati Circle

CHAPTER NO. III

SPECIAL CONDITION FOR SURVEY WORK

1. Payment of survey work will be made as per no. of cross-sections taken or distance in Kms surveyed.
2. Contractor or his authorized agent will have to remain present during recording of initial & final measurement & shall have to sign the same in the M.B. / S.M.B. as a token of his acceptance of the levels / measurements. No survey work should be done before recording of the initial measurement.
3. If the contractor fails to attend measurement in spite of written notice issued to him by Asstt. Executive Engineer or Executive Engineer, measurement will be recorded in his absence and the contractor shall have no complain what so ever on it.
4. Any work executed by the contractor before signing of the formal tender agreement and before recording of initial measurement, shall be declared as unauthorized and no payment there of will be entertained by the Department.
5. All cross sections are taken keeping 30m of ground area on either side of banks.
6. The contractor should aware of line of survey work and it should be obstruction free for at least 50m.
7. Local flood & draught affected peoples should be engaged in the work as far as possible.
8. If the contractor fails to arrange the tents or houses on way to survey works the same can be arranged by the department and its rent will be deducted from running bills of contractor.
9. Necessary arrangements for bamboo pegs, jute string, coir string etc. required for profiles will be made by the contractor at his own cost.
10. If the survey works are done by total station the VAT charges & escalation charges may be added by the contractor provided overall cost of the works is not exceeded.
11. Necessary compensations made by the contractor with other works in progress at the time of survey works with the Department should not be included in the bill for reimbursement.
12. Any maintenance required in hired buildings/rented house will be borne by the contractors.
13. Necessary Forest Royalty, Sale Tax etc. in taking survey equipments, raw materials should be paid by the contractor himself.

Superintending Engineer
Guwahati Circle

CHAPTER No. IV

Special Condition of Contract

(1) Maps

The maps and methodologies are to be considered as explanatory of each other and should any thing appear in the one that is not described in the other no advantage shall be taken of such omission. Should any discrepancies, however appear, or should any misunderstanding of locating field reference point on maps , or as to the dimensions or the due and proper execution of works or as to the measurement or quality of valuation of work executed under this contract or as extra thereupon, the same shall be clarified by the Engineer-in -charge or his authorized representative and his explanation shall be binding upon the contractor and the contractor shall execute the survey works according to such clarification band without extra charge and shall also do all such survey works and things as may be directed by Engineer –in- charge on his authorized representative, being considered necessary for the proper completion of survey works implied by the maps and methodologies , even through such survey works and things are not specially described in the said maps and methodologies. Supplementary location of cross-section pillars and field reference points on maps may be given by the department. In addition to those already given and changes may also be effected in them and the contractor will have to execute the survey works on the basis of the supplementary maps or changed maps and methodologies, without any additional claim whatsoever.

(2) Start of work to be notified.

The contractor will notify the Engineer –in- charge in writing about his intension to start any item of survey work. The item of work will be taken up with the consent of the Engineer-in –charge who will verify whether there is enough strength of survey staff , survey & camp materials and other inputs / instruments required for the item of work.

(3) Use of Survey facilities:

It is possible that other works related to survey & investigations of dam sites, roads, bridges are also going on in the vicinity of survey sites. The contractor may permit full use of its sites (without charge thereof) by the department or other contractors.

(4) Climate conditions.

The Engineer –in- charge may order the contractor to suspend any type of survey work that may be subject to affected by bad weather conditions.

(5) Right of way:

The site for the fixation of survey instruments or the right of way for works to be surveyed under the contract will be arranged by the contractor after consultation with the department.

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

The contractor shall submit the following information to the Engineer-in- charge / Superintending Engineer, Guwahati Circle within the period specified in each cases. The proposed survey work programme 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 survey work.

(7) Supply details:-

Before the dispatch of survey instruments & camp materials the contractor shall duly notify the Executive Engineer or the source of supply and the route over which such materials is to be transported.

(8) Leviable charges :-

The following charges, where leviable are payable by the contractor

- (i) Sale tax on all survey instruments, camp materials purchased if is applicable on them.
 - (ii) Compensation for damage, use or appropriation of private property.
- (9)** Unless otherwise specified, all tender item rates are inclusive of the supply of survey instruments & camp materials, stationery materials and all handling and transport charges to survey work.
- (10)** Payment due to the contractor may, if so desired by him be made to a bank instead of direct to him provided that the contractor has furnished to the Engineer in- charge on Authorization in the form of legal claim document and his own acceptance of the correctness of the amount of claim document and his own acceptance of the correctness of the amount made out as being due to him, before settlement by the Engineer –in –charge of the amount of claim by payment of full and sufficient discharge for payment, the contractor shall wherever possible present his bill duly receipted and discharged through his bank. Nothing contained herein shall operate to create in favour of the bank and right of quality vis-a-vis the Department.
- (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 bearings will be calculated from the field reference points or cross-section pillar points wherever practicable.

- (13) (a)** The contractor shall hire suitable godown, stacking site at the site of work for storing the survey instruments & camp materials safe against damage of sun, rain , dampness, fire, men etc. at his own cost.
- (b)** The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (c)** If directed, survey instruments 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.
- (d)** All instruments, equipments & facilities for carrying out field test on survey instruments shall be provided by the contractor without any extra cost.
- (e)** All survey instruments & camp materials supplied by the employer / any other specialist firm & materials of contractor for which advance is given by the

- Department shall be properly kept 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 stock yard to oversee and supervise in the Boards interest.
- (15) Supply of Survey Instruments etc.:** No instruments 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.
- (16)** The contractor must not sublet the work or any part of the work without the permission of the Superintending Engineer, Guwahati circle, Brahmaputra Board.
- (17)** No labour under fourteen years of age shall be employed for the work and all labours employed shall be paid at rates not less than generally paid for similar work in the neighbourhood and as per minimum wage circular of the labour Deptt. Govt. of West Bengal, Labour license shall be obtained by the contractor from the competent authority.
- (18)** Labour engaged by the contractor for unskilled / semiskilled should invariably be local people, wherever such people are available.
- (19)** All works shall have to be carried out as per given methodologies & specifications in schedules of rates, relevant IS specification and Technical specification covered in the tender. In case of any variation of contradiction between specifications referred to above, the decision of the Superintending Engineer, Guwahati Circle 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 survey & investigation 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 survey & investigation 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 survey & investigation period. Clause 10(C) and 10(CC) of the CPWD form 8 will be deleted.
- (23)** If arbitration / Litigation arises the jurisdiction will be the Guwahati High Court”.

Superintending Engineer
Guwahati Circle

CHAPTER –VI

DEFINITIONS

For the purpose of this contract the following terms will have the meaning herein assigned to them.

- a) The Chief Engineer (I&W), Brahmaputra Board is the technical and administrative head of the work.
- b) The Engineer-in-charge is the Executive Engineer concerned.
- c) The “Contractor” shall mean the person or firm undertaking to execute the work.
- d) The word “Work” whenever used in this document shall comprise not only topographic and hydrographic survey of the area but also all accessories there to.
- e) The ‘scope’ shall mean preparation of index plan & survey plan of the area shown in the map and ‘methodology’ includes location of field reference point from vertical control which is a permanent Bench Mark and taking cross-sections and preparation of reports & maps.
- f) The working ‘Map’ shall mean collectively all the accompanying general maps as well as all detailed maps, which may be used by the Board for topographic and hydrographic survey from area to area.
- g) Wherever figure are shown after the word ‘Fore bearing, back bearing or in abbreviation thereof or when figures representing “Forebearing’ or “Back bearing’ are given they shall mean the angle in radians or degree around the station.
- h) ‘Security Deposit’ shall mean all deposits whether in cash or Government security-securities or amounts mentioned in performance bonds pledged to the Board for adjustment in case of compensation or penalties and which may stand forfeited either in part or whole as the situation demands.
- i) The word ‘GTSBM’ used in the estimate shall mean Great Trigonometrical Survey Bench Mark unless otherwise specified.
- j) ‘Department’ shall mean the Brahmaputra Board with Head office at Guwahati (Assam).

Superintending Engineer
Guwahati Circle.

