

	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022				
Work Description	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	2,29,00,000	Product Category	Civil Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	75	Period Of Work (Days)	90
Location	MAJULI	Pincode	785106	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	O/O EXECUTIVE ENGINEER MAJULI DIVISION BB
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	11-Jun-2022 09:00 AM	Bid Opening Date	21-Jun-2022 03:00 PM
Document Download / Sale Start Date	11-Jun-2022 10:00 AM	Document Download / Sale End Date	20-Jun-2022 03:00 PM
Clarification Start Date	11-Jun-2022 10:00 AM	Clarification End Date	17-Jun-2022 06:00 PM
Bid Submission Start Date	11-Jun-2022 01:00 PM	Bid Submission End Date	20-Jun-2022 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022	534.10

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_730560.xls	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022	286.50
	2	Tender Documents	Emergent.pdf	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022	519.81

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
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1.	bjchoudhury@gmail.com	BHASKARJYOTI CHOUDHURY	BHASKARJYOTI CHOUDHURY
2.	jitendrajitsaikia@gmail.com	JITENDRA JIT SAIKIA	JITENDRAJIT SAIKIA
3.	sukhenswargari123@gmail.com	SUKHEN SWARGARI	SUKHEN SWARGARI

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

Tender Inviting Authority

Name	EXECUTIVE ENGINEER MAJULI DIVISION
Address	O/O EXECUTIVE ENGINEER MAJULI DIVISION BRAHMAPUTRA BOARD KAMALABARI MAJULI

Tender Creator Details

Created By	SUKHEN SWARGARI
Designation	AE
Created Date	10-Jun-2022 05:11 PM



**Government of India
Ministry of Jal Shakti
River Development and Ganga Rejuvenation
Department of Water Resources
Brahmaputra Board: Majuli Division
Kamalabari, Majuli**

Name of Work: **Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022**

NIT No. **BB/MD/T-158/2020/18**

NOTICE

**Government of India
Ministry of Jal Shakti, RD & GR
Department of Water Resources
Brahmaputra Board: Majuli Division
NOTICE INVITING e-TENDER No. BB/MD/T-158/2020/18**

The Executive Engineer, Majuli Division, Brahmaputra Board, Majuli invites e-tender on behalf of Brahmaputra Board **in two bid system** for the following work :-

Name of Work: Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022

- | | | |
|---------------------------------|---|--------------------------------|
| 1. Estimated Cost put to tender | : | Rs. 229.00 lakh |
| 2. Earnest Money Deposit | : | Rs.4.60 lakh |
| 3. Time allowed for completion | : | 90 days |
| 4. Bid submission closing date | : | 19/06/2022 (1500 hours) |

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

INDEX

	Description	Page No.
Part-I	Cost of Bid Document , EMD & Technical Bid	4
	Information & Instructions for bidders	5-8
	NIT and CPWD – 6 for e-tendering	9-11
	CPWD-8	12-13
	Proforma of Schedule	14-20
	D-1 : Specification of works and mode of payments	21-26
	D-2 : Additional Terms & Conditions	27-29
	Integrity Pact	30-31
	Integrity Agreement	32-35
	Form of performance guarantee/ bank guarantee bond	36-37
	Form A – Financial Information	38
	Form B – Banker's Certificate	39
	Form C- Details of Similar Works	40
	Form E- Performance Reports of Works	41
	Form F- Structure & Organization	42
	Form G – Details of Technical and Administrative Personnel	43
	Form H – Details of Plants & Equipment	44
	Special Conditions of Contract	45-46

Part-II	Schedule of Quantities / BoQ
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PART - I

COST OF BID DOCUMENT, EMD & TECHNICAL BID

Name of the Work

Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022

Note

The bids may only be submitted online after uploading the mandatory scanned documents such as Demand Draft / Banker's Cheque / Fixed Deposit Receipts of **Rs. 4.60 lakh** towards Earnest Money Deposit (EMD) in favour of **Executive Engineer, Majuli Division, Brahmaputra Board, Majuli, payable at Majuli** and other documents as specified in the "INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE".

ANNEXURE-20A.13.2
(New Annexure as per OM/MAN/224-B)

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF
BID DOCUMENT AND TO BE POSTED ON WEBSITE

(Applicable for inviting bids on 2/3 bid system)

The Executive Engineer, Majuli Division, Brahmaputra Board, Majuli invites e-tender on behalf of Brahmaputra Board from experienced, reputed, competent and financially sound Indian Contractors / Companies / Firms fulfilling eligibility and qualification requirements specified in Bidding Documents for the below mentioned work:

:

Sl. No	NIT No.	Name of work & location	Estimated cost put to bid (Rs. In lakh)	Earnest Money (Rs. In lakh)	Period of completion	Bid submission closing date & time	Period during which EMD, cost of bid document and other documents shall be submitted	Time & date of opening of bid
1	2	3	4	5	6	7	8	9
01	BB/MD/T-158/2020/18	Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022	229.00	4.60	90 days	19/06/2022 (upto 1500 hours)	20/06/2022 (upto 1300 hours)	20/06/2022 after 1500 hours

1. Bidders who fulfil the following requirements shall be eligible to apply:

- a. The bidder should have experience of successfully completed works as mentioned below during the last seven years ending previous day of last date of submission of application-
 - i) Three similar works each cost not less than **40%** of the estimated cost put to tender or two similar works each cost not less than **60%** of the estimated cost put to tender or one similar work costing not less than **80 %** of the estimated cost put to tender.
 - ii) Similar nature of work means - "Works pertaining to river training and anti-erosion works."

The certificate for successful completion of work should be issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent. **(Scanned copy of completion certificate along with copy of Work Order to be uploaded).**

- b. The bidder should have average annual financial turnover (Gross) not less than **50%** of the estimated cost put to tender during the last three years ending 31st March, 2022 in Form- A **(Scanned copy of Certificate from Chartered Accountant to be uploaded).** Self-certified copy of turnover statement for the year 2019-2020, 2020-2021 and 2021-22 should be submitted.
- c. The bidder should not have incurred any loss in more than two years during the last five years ending 31st March, 2022 in Form A. **(Scanned copy of abstract from profit and loss account from Chartered Accountant to be uploaded).**
- d. The bidder should have a current solvency of **40%** of the estimated cost put to tender. Format is appended at Form B. The solvency shall not be older than 3 months from the date of submission of bid. **(Scanned copy of original solvency, to be uploaded).**
- e. The bidders should submit up-to-date contractor's registration with Government of India / State Government department; Income Tax Clearance Certificate / PAN; GST Registration Certificate; EPF Registration / Valid Labour License. **(Scanned copy of documents to be uploaded).**

f. The bidder should own at least the following equipments -

- | | |
|---|-----------|
| 1. Tractor with trailer | - 10 nos. |
| 2. Engine Boat (40 qtl/12 to 14 cum capacity or more) | - 4 nos. |
| 3. Excavator/JCB | - 1 no. |
| 4. Generator | - 3 nos. |
| 5. Stitching Machine | - 7 nos. |

The bidder should submit a list of equipments /machineries owned by him which are proposed to be deployed in the present work in **Form-H**. Else, he should certify that he would be able to manage the equipment cited above by hiring etc and submit the list of firms from whom he proposes to hire. The contractor should plan the entire work with proper equipment to achieve the desired progress as per milestone depicted in the tender document. The bar chart should be signed by the contractor. If any changes are proposed by the contractor, the same should be enclosed with proper reasoning. **(Scanned copy of the list of equipments to be uploaded)**.

g. The bidder should furnish the list of all works of similar nature successfully completed during the last seven years in **Form-C** along with supporting documents. **(Scanned copy of certificate of successful completion of works to be uploaded)**.

h. The bidder's performance for any two work completed in the last 3 years should be certified by an officer not below the rank of an Executive Engineer or equivalent in **Form-E**. **(Scanned copy of performance report to be uploaded)**.

i. The bidder should submit the information in respect of his organization in **Form-F**. **(Scanned copy of document to be uploaded)**.

j. The bidder should have the following minimum Technical employees (to be employed at this site) with experience in this type of work for the timely execution of the contract. The bidder should submit a list of these employees stating clearly how they would be involved in his work in **Form-G**. **(Scanned copy of document to be uploaded)**.

- | | |
|-------------------|----------|
| Graduate Engineer | - 2 Nos. |
| Supervisor | - 5 No. |

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

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

2. The intending bidder must read the terms & conditions of **CPWD-6 FOR e-TENDERING** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and instructions for bidders posted on website <http://eprocure.gov.in> shall form part of the bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen / downloaded from website <http://eprocure.gov.in> free of cost. However, location of laying of geo-bags and quantity of work may vary depending of site condition at the time of execution.
5. The bids may only be submitted online after uploading the mandatory scanned documents such as Demand Draft / Banker's Cheque/ Fixed Deposit Receipts of any scheduled bank of Rs.4.60 lakh towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Majuli Division, Brahmaputra Board, Majuli, payable at Majuli and other documents as specified.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed, they may take training on online bidding process as per details available on the website.
7. The intending bidder must have valid Class-III digital signature to submit the bid.
8. The bidder can upload documents in the form of **JPG** format and **PDF** format.
9. **Certificate of Financial Turnover:** At the time of submission of bid, bidder may upload Affidavit / Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and profit and loss accounts for last 5 years. Further details, if required, may be asked from the bidder after opening of technical bids. **There is no need to upload entire voluminous balance sheet.**
10. Bidder must ensure to quote rate of each item in Indian National Rupees(INR). If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).
11. The Technical Bid shall be opened first on due date and time as mentioned in Para 16 below. The financial bids of bidders qualifying the technical bid shall be opened subsequently.
12. No Pre Bid meeting shall be held for intending bidders.
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
14. The Brahmaputra Board (BB) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Brahmaputra Board shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the tender / bid.
15. **Submission of original documents:** - The bidders are required to submit following documents in original to the Executive Engineer, Majuli Division, Brahmaputra Board, Majuli within specified date and time. If the office happens to be closed on the date of opening of the bids as specified, the documents will be received on the next working day at the same time and venue.
 - a) Bid Document
 - b) Original Affidavit as mentioned at Clause 1 (k) of ANNEXURE-20A.13.2 of bid document
 - c) Any other affidavit / documents uploaded by the bidder during online submission of bid
 - d) Authorization letter from bidder for the person who will participate at the time of opening of the bid.

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

16. Summary of important dates is as below:

(i)	Document download / sale start date	: 11/06/2022 (from 1000 hours onwards)
(ii)	Bid submission start date	: 11/06/2022 (from 1300 hours)
(iii)	Bid submission closing date	: 19/06/2022 (up to 1500 hours)
(iv)	Submission of Original Documents	: 20/06/2022 (up to 1300 hours)
(v)	Technical Bid opening date	: 20/06/2022 (after 1500 hours)
17. List of documents to be scanned and uploaded within the period of bid submission:
 - (i) Bid Document
 - (ii) Demand Draft / Banker's Cheque / FDR of any Scheduled Bank against EMD.
 - (iii) Certificate of Work Experience.
 - (iv) Certificate of Financial Turnover.
 - (v) Certificate of Profit and loss accounts (**Scanned copy of abstract from profit and loss account from Chartered Accountant to be uploaded**)
 - (vi) Bank Solvency Certificate.
 - (vii) Any other document as specified in the press notice.
 - (viii) Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid.

- (ix) Certificate of Registration for GST and Income Tax or any other levies etc. as applicable from time to time
- (x) Affidavit as mentioned at Clause 1 (k) of ANNEXURE-20A.13.2 of bid document
- (xi) Other documents as mentioned at Clause 1 of ANNEXURE-20A.13.2 of bid document
- (xii) Affidavit regarding correctness of bid, criteria for fulfilling eligibility and other documents to be submitted along with the bid.
- (xiii) Any other document as specified in the press notice / bid document.

Executive Engineer
Majuli Division
Brahmaputra Board
Majuli

**ANNEXURE - 20A.12 (Amended as per MAN/224B)
CPWD-6 FOR e-TENDERING**

1. The Executive Engineer, Majuli Division, Brahmaputra Board, Majuli invites e-tender on behalf of Brahmaputra Board from experienced, reputed, competent and financial sound Indian Contractors/Companies/Firms fulfilling eligibility and qualification requirements specified in the Bidding document **in two bid system** for the work Providing emergent measure with supply and laying Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022
 - 1.1 The work is estimated to Cost Rs. 229 lakh (Rupees two hundred twenty nine) only. This estimate, however, is given merely as a rough guide.
 - 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority which shall be to the satisfaction of the competent authority of having satisfactory completed works of magnitude as specified below:
 - i) Three similar works each of value not less than the amount equal to **40% (Rs. 91.60 lakh)** of the estimate cost put to tender or two similar work each of value not less than the amount equal to **60%(Rs.137.40 lakh)** of the estimated cost put to tender or one similar work of value not less than the amount equal to **80%(Rs.183.20 lakh)** of the estimated cost put to tender (all figures rounded to nearest Rs.10 lac) in last 7 years ending previous day of last date of submission of bid. Similar works shall mean "Works pertaining to river training and anti-erosion works." The certificate for successful completion of work should be issued by an officer not below the rank of Executive Engineer/ Project Manager or equivalent.
2. Agreement shall be drawn with the successful bidder on prescribed **Form No. CPWD 7/8** or other standard Form as mentioned which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. The entire bidding document and all the relevant correspondences/ corrigendum issued will also be the part of the Agreement.
3. The time allowed for carrying out the work will be **90 days** which will be reckoned **from 10th day** from the date of issue of letter of acceptance.
4. The works are to be executed as per direction of Engineer-in-Charge. However, location of laying of geobags and quantity of work may vary depending on site condition at the time of execution. As the work will be of emergent in nature hence location will be notified as and when the need arises. The contractor has to supply full quantity of geobags and special thread within a period of 30 days from the date of issue of work order and make arrangement for laying of geobags within a notice of 24 hrs.
5. The tender document consisting of plans, specifications, the schedule of quantities of various class of work to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except "Standard General Condition of Contract Form" can be seen & downloaded from website <http://eprocure.gov.in> free of cost.
6. Copy of certificate of work experience and other documents as specified in the tender document for eligibility shall be scanned and uploaded to the e-tendering website within the period of tender submission. **However, certified copy of all the scanned and uploaded documents as specified in tender document shall have to be submitted by the bidder physically in the office of tender opening authority within specified time as mentioned in Para 16 of Annexure 20A.13.2.**
7. Online bid documents submitted by intending bidders shall be opened only of those bidders whose Earnest Money Deposit and other documents are found in order. The bid submitted may be treated invalid if-
 - i) The bidder is found ineligible.
 - ii) The bidder does not upload all the documents as stipulated in the bid document.
 - iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder in the office of tender opening authority.
8. Interested bidders who wish to participate in the bid have to also make the following payments within the due date:

- i) Earnest Money of **Rs.4.60 lakh (Rupees four lakh sixty thousand) only** in the form of Demand Draft / Banker's Cheque / Fixed Deposit Receipt of a scheduled bank drawn in favour of Executive Engineer, Majuli Division, Brahmaputra Board, Majuli payable at Majuli and shall be scanned and uploaded to the e-Tendering website within the due date and time. The original EMD should be deposited by the bidders within the due date and time to the Executive Engineer, Majuli Division, Brahmaputra Board, Majuli.
9. **GST** on material, Royalty on forest produce, Purchase Tax, Turnover Tax, or any other tax and duty on materials/ work, as applicable, shall be paid by the contractor himself. The contractor shall quote his rates including all such taxes and GST. Payment towards ESIC and continuation of Employee's Provident Fund etc. shall have to be borne by the contractor.
10. The bidder, whose tender is accepted, will be required to furnish performance guarantee of **3%(three Percent)** of the tendered amount within the period specified in the bid document. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank /Banker's Cheque of any scheduled bank/ Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule 'F'**, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the contractor. (Copy of Bank Guarantee Bond is enclosed).
11. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub- soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
12. The competent authority on behalf of Brahmaputra Board does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of Brahmaputra Board reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to bid for works in the Brahmaputra Board if his near relative is posted as a Divisional Accountant or as an officer in any capacity between the grades of General Manager and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Brahmaputra Board or in the Ministry of Jal Shakti, Dept of Water Resources, River Development & Ganga Rejuvenation. Any breach of these conditions by the contractor would render ineligible for award of work / continuing with the work.
16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

17. The bid for the works shall remain open for acceptance for a period of **30(thirty)** days from the date of opening of bids/ **75 (Seventy five)** days from the date of opening of financial bid in case bids are invited on 2 bid system. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
18. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 10 days from the date of issue of Letter of Acceptance, sign the contract consisting of:-
 - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of the bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8 and General Conditions of Contract and other standard forms mentioned which is part of uploaded tender document.

Executive Engineer,
Majuli Division,
Brahmaputra Board
Majuli

GOVERNMENT OF INDIA
BRAHMAPUTRA BOARD

STATE : Assam

DIVISION: 1. Majuli Division
2. Lakhimpur Division

CIRCLE : Jorhat Circle, Brahmaputra Board

SUB-DIVISION :
1. Majuli Sub-Division No.-I
2. Majuli Sub-Division No.-II
3. Majuli Sub-Division No.-III

Item Rate Tender & Contract for Works

Tender for the work: Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022

Bids to be submitted online by 1500 hours on 19/06/2022 at eprocurement portal.

- (i) Technical bid to be opened online at 1500 hours after 20/06/2022 by authorized officers of Brahmaputra Board in presence of the Executive Engineer, Majuli Division, Brahmaputra Board, Majuli.
- (ii) Summary of important dates is given in Sl. No. 16 of Annexure-20A.13.2 under "Information and instructions for bidders for e-tendering forming part of bid document and to be posted on website.

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for 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.

I/We agree to keep the tender open for **75** days (Seventy five days) from the due date of its opening of financial bid and not to make any modifications in its terms & conditions.

A sum of **Rs.4.60 lakh** is hereby deposited in form of Demand draft/ Banker's Cheque /Fixed Deposit Receipt issued by a scheduled bank as Earnest Money Deposit. I/We agree that if I/We fail to furnish the prescribed Performance Guarantee within the prescribed period, I agree that the Chairman, Brahmaputra Board or his successors in office, shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Chairman, Brahmaputra Board or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money and Performance Guarantee absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage 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 Standard CPWD contract Form. Further, I/ We agree that in case of forfeiture of Earnest Money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Date : _____ Signature of the Contractor** : _____

Postal Address ** : _____

Telephone No. ** : _____

Fax No. ** : _____

e-mail ID ** : _____

Witness : _____ Fax No. ** : _____

e-mail ID ** : _____

Address : _____

Occupation : _____

** to be filled in by contractor

ACCEPTANCE

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

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

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

For & on behalf Brahmaputra Board

Signature _____

SCHEDULE 'A'
Schedule of quantities

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

SCHEDULE - 'B'

Schedule of materials to be issued to the contractor:

Supplied by the department free of cost

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	Nil	Nil	Nil	Nil

SCHEDULE - 'C'

Tools and plants to be hired to the contractor:

No T&P will be issued by the department

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

SCHEDULE - 'D'

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

Technical specifications and additional conditions are attached in the bid

SCHEDULE - 'E'

Reference to General Conditions of Contract

Name of work: **Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022**

i)	Estimated cost of work	Rs. 229 lakh
ii)	Earnest Money	Rs.4.60 lakh
iii)	Performance Guarantee	3% of tendered value of work
iv)	Security Deposit	5% of tendered value of work (to be deducted from RA bills/first and final bill

SCHEDULE - 'F'

Reference to General Conditions of contract

Officer inviting tender: : Executive Engineer, Majuli Division, Brahmaputra Board, Majuli

Maximum %age for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 and 12.3 : See below

Definitions:

2(v) Engineer-in-Charge(EIC) Executive Engineer, Majuli Division, Brahmaputra Board, Majuli

2(viii) Accepting Authority Vice Chairman, Brahmaputra Board

2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15 %
2(xi)	Standard Schedule of Rates	Approved rate of Brahmaputra Board/ SOR WR-2018-19, Govt of Assam
2(xii)	Department	Brahmaputra Board
9(ii)	Standard CPWD contract Form	CPWD form 7/8 as modified & corrected up to latest amendments.

Clause 1

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : 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 & RO, Upper Brahmaputra, Brahmaputra Board, Jorhat

Clause 2A

Whether Clause 2A shall be applicable: No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : 10 (ten) days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Mile Stone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	Supply of geobags, RCC porcupine bars and special thread	Supply of geobags, RCC porcupine special thread within 30 days from the issue of LOA	Nil
2	Laying of geobags	The laying work to start within 24 hours of notification via mail, whatsapp or call regardless of the site situation	0.5 % of work order value for delay for each 24 Hours of delay in laying work after expiry of the initial period.

Time allowed for execution of work : Within 90(ninety) days

Authority to give fair & reasonable extension of time for completion of work : Chief Engineer, Brahmaputra Board, Jorhat

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment : Half the average monthly value of contract i.e. Contract Value divided by stipulated period in months.

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable : No

Clause 10 C A

: Stands deleted

Materials covered under this clause

Nearest material for which All India Wholesale Price Index is to be followed

1.
2.
3.

-
-
-

Clause 10 CC

: Stands deleted

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

..... months

Clause 11

Specifications to be followed for execution of work

: As per Water Resources Department, Government of Assam.

Clause 12

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for the work

: 50%

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

: Not applicable

Clause 16

Competent Authority for deciding reduced rates

: Chairman, Brahmaputra Board Basistha, Guwahati -781029

Clause 36 (i)

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures (Rs.)	Words (Rs.)
1	Graduate Engineer	Civil	Principal Technical Representative	5 Years	02	Rs. 15,000.00 Per month	Rupees fifteen thousand only per month

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

Clause 42

- i) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by CPWD.
- ii) Variations permissible on theoretical quantities.
 - a) Cement for works with estimated cost put to tender not more than Rs. 5 lakh :NIL
For works with estimated cost put to tender more than Rs. 5 lakh :NIL
 - b) Bitumen for all works :NIL
 - c) Steel Reinforcement and structural steel sections for each diameter, section and category :NIL
 - d) All other materials :Nil

iii) Geo-textile fabric filter

:Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor. Rate in schedule 'B' plus 10% in case materials issued by Deptt.	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		Nil
2.	Steel reinforcement		Nil
3.	Structural Section		Nil
4.	Bitumen issued		Nil
5.	Bitumen issued at stipulated fixed price		Nil
6.	Geo-textile fabric filter		Nil

: CPWD form 7/8 (as modified & corrected up to latest amendments. Clause No. 2A, 6A, 10CA, 10CC, 10D, 31-A, 35 of CPWD Form-7/8 stands deleted.

In Clause – 25 (ii) of CPWD Form 7/8, has been replaced and enclosed.

Executive Engineer
Majuli Division
Brahmaputra Board
Majuli

CPWD FORM – 7/8 (GENERAL CONDITIONS OF CONTRACT, 2014)

Clause 25 – Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter. If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer Brahmaputra Board who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer Brahmaputra Board shall give his decision within 30 days of receipt of contractor's appeal.

In case of existence of dispute after going through the procedure described above, the contractor may go through a dispute redressal procedure as described below. In case of dispute, any of the party may go through the following three steps of Dispute Redressal procedure as described below:

First level of Dispute redressal:

The contractor may approach Brahmaputra Board who shall conduct meeting to decide on the matter with officials and the contractor which will be minuted and binding on both the parties.

Second level of Dispute redressal: Arbitration tribunal

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Third level of Dispute redressal :

If the above procedure is exhausted, the next step shall be the jurisdiction of Gauhati High Court.

SCHEDULE-D

D-1 SPECIFICATION OF WORKS AND MODE OF PAYMENTS

1) SITE INFORMATION

- i. Area: Along the south bank of Majuli mainland in the stretch
- ii. Approach to site: The main approach to the work site in Majuli is through Jorhat town of Assam. Alternatively, the site can also be approached through North Lakhimpur
- iii. Camp area: Along the bank of Brahmaputra/ nearby villages.
- iv. Climatic condition: The area is highly humid.

2) PEGGING OUT ALIGNMENT

Wooden/bamboo pegs about 60cm long shall be supplied and fixed by the contractor at every chainage or as directed by the Engineer-in-Charge for demarcation at site for laying out the works etc. and for this no extra payment will be made. This should also be maintained and replaced as and when necessary by the contractor at his own cost.

3) SPECIFICATION OF ITEMS

TECHNICAL SPECIFICATION OF GEO TEXTILE BAG, RCC PORCUPINE BAR AND SEWING THREAD

1	Composite layer geo textile bags size 2.0 m x 1.5m	<p>Supply of Geo bags of size 2.0 m x 1.5m (pillow type) made of composite layer of Geo textile as per specifications below.</p> <p><u>Woven Geo textile for the outer cover.</u> The woven Geo textile is woven with UV resistance slit flim tape fibre with MAVR values of the flowing properties. Geo textile used to manufactureGeo textile bags should have high mechanical properties for enhanced durability along with enhanced puncture, abrasion, and UV resistance characteristics. Geo textile should be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids</p> <p>Weight (ISO- 9864/ ASTMD5261) ≥ 210 gms/sqm Tensile strength (ASTMD 4595) ≥ 35kN/M Tensile Elongation (ASTMD 4595) = ≥5%≤30% Tensile strength (ASTMD 4632) = 1.5KN</p> <p>U V resistance (ASTMD 4355) = 70%/ 500 hours</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 fibre which are formed into a random network for dimensional stability . It should resist UV degradation, rotting and alkalis.</p> <p>Weight (ISO- 9864/ ASTMD5261)≥210gms/sqm Tensile strength (ASTMD 4595)= ≥ 8kN/M Tensile Elongation (ASTMD 4595) = ≥30%≤90% Tensile strength (ASTMD 4632) = 0.8KN U.V. Resistance (ASTMD 4355) = 70%/ 500 hours.</p> <p>(Each Geo fabric bag size 1.2m X1.0m should be supplied in properly packed having 50 bags each in a packet bundle and should be marked with name of manufacturer and Batch No. clearly on each bundle with "Brahmaputra Board" to be printed on it and mentioning properly the GSM and type of polymer and each packet will be measured accordingly)</p>
2	Special thread for stitching Geo-bags	<p>Supply of special threads for geo bags to meet 4 rows of type 101 stitch on the top/open end of bag after filling the materials and specification etc. complete as directed(inclusive of labour 1% cess)</p> <ol style="list-style-type: none"> 1. Type of yarn: polypropylene (multi-filament twisted) 2. Denier: 2500-3000 3. Strength: 10-15 kg
3	Laying of geobag of size 2.0m x 1.5m	Filling and laying of Geo-textile bag of dimension 2.00 m x 1.50 m

		including excavation of specified silt from flood plain or adjacent chars within a distance of 90 m of the work site, filling geo bags with silt, stitching the mouth of the filled bags with polypropylene thread by power driven double needle machine, stacking the same in batches of 100 carrying the same for the dumping site including all handling charges and local carriage within a distance of 100 m complete as directed (The contractor have to pay forest royalty and submit FRCC)
4	Supply of RCC porcupine bars	Supply of R.C.C. Porcupine member of size 0.10 m x 0.10 m x 3.00 m with cement concrete proportion 1:2:4, reinforced by 4 nos. of 8 mm dia TMT bar and 4 mm dia (8G) GI wire stirrups at 15 cm C/C with 2 (two) nos. of holes of 20 mm dia at 50 cm inside from both sides in the same face and in the other face of member another 2 (two) nos. of holes of size 20 mm dia at 65 cm inside from both ends including properly curing for 28 days and supply at work site complete as directed.(Date of Casting and Name of Supplier should be engraved on the members) Payment will be made as per number of porcupine bars.
5	Laying of RCC porcupine bars	Labour charge for launching R.C.C. Porcupine including carriage of R.C.C. Porcupine members of size 0.10 m x 0.10 m x 3.00 m from the stack yard to the place of launching, erection of the Porcupine with 6 (six) members properly, supply & fitting / fixing with 12 mm dia 25 cm long M.S. Nuts and bolts and launching the porcupine properly as directed (Lead up to 150 m) Payment will be made as per number of porcupine (a) Launching with boat Assembling and laying of RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing. (b) Launching without boat Assembling and laying of RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing.

The above materials should be accompanied by MTC (manufacturer's test report) depicting the above criteria (for Geobags). If the material is not accompanied by the MTC as mentioned above then the materials may be tested at reputed laboratories like CSMRS, BTRA and CIPET @ 1 sample from each lot of material supplied. Besides MTC for Geo-bags, random sample of geobags will be selected **@1 sample of total supply/ @ 1 sample of each lot if supplied in multiple lots** and tested at reputed laboratories like CSMRS, BTRA and CIPET. The cost of testing shall be borne by the contractor.

The following documents and Test(s) Reports are to be provided by the firm while supplying the RCC porcupine.

- (a) Each RCC porcupine member should have the date of casting engraved on its body
- (b) Test Reports on Cube test and Strength Test of Reinforcement (main bar and stirrup) carried out through Government Laboratory / Government Approved Laboratory
- (c) Destructive test report of RCC porcupine bar
- (d) Tests of materials during construction and cube tests should be submitted

The Anti Erosion works are of special nature of works and 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 specifications of the works are detailed as under –

Item No. 1:

Supply of Geo-textile bag type – B (2.00 m X1.5m) (pillow type) made of composite layers of Geo-textile as per specification below;

Woven Geo-textile for the outer cover: The woven Geo-textile is woven with UV resistance slit film tape fibre with MAVR values of the following properties. Geo-textile used to manufacture Geo-textile bags should have high mechanical properties for enhanced durability along with enhanced puncture, abrasion and UV resistance characteristics. Geo-textile should be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids. Weight (ISO- 9864/ ASTM D5261) \geq 210 gms/sqm, Tensile strength (ASTM D 4595) \geq 35KN/M, Tensile Elongation (ASTM D 4595) = $\geq 5\% \leq 30\%$

Tensile strength (ASTM D 4632) = 1.5KN, UV resistance (ASTM D 4355) = 70%/ 500 hours.

Non woven Geo-textile for the inner layer: It is needle punched non woven Geo-textile made of 100% polypropylene staple fibre which are formed into a random network for dimensional stability. It should resist UV degradation, rotting and alkalis. Weight (ISO- 9864/ ASTM D5261) \geq 210gms/sqm, Tensile strength (ASTM D 4595) = \geq 8KN/M, Tensile Elongation, (ASTM D 4595) = $\geq 30\% \leq 90\%$, Tensile strength (ASTM D 4632) = 0.8KN, UV resistance (ASTM D 4355) = 70%/ 500 hours.

(Each Geo fabric bag size 2.0m X1.5m should be supplied in properly packed having 15 bags each in a packet bundle and should be marked with name of manufacturer and Batch No. clearly on each bundle with “Brahmaputra Board” to be printed on it and mentioning properly the GSM and type of polymer and each packet will be measured accordingly)

Godown for storage of geobags has to be arranged by the contractor at his own cost.

Item No 2:

Supply of special threads as per specification and compatible with the stitching machine for geo bags to meet 4 rows of type 101 stitch on the top/open end of bag after filling the materials and specification etc. complete as directed (inclusive of 1% labour cess)

1. Type of yarn: polypropylene (multi-filament twisted)
2. Denier: 2500-3000
3. Strength: 10-15 kg

Item No. 3:

Filling and laying of Geo-textile bag of dimension 2.00 m x 1.50 m including excavation of specified silt from flood plain or adjacent chars within a distance of 90 m of the work site, filling geo bags with silt, stitching the mouth of the filled bags with polypropylene thread by power driven double needle machine, stacking the same in batches of 100 carrying the same for the dumping site including all handling charges and local carriage within a distance of 100 m complete as directed (The contractor have to pay forest royalty and submit FRCC)

Item No. 4:

Supply of R.C.C. Porcupine member of size 0.10 m x 0.10 m x 3.00 m with cement concrete proportion 1:2:4, reinforced by 4 nos. of 8 mm dia TMT bar and 4 mm dia (8G) GI wire stirrups at 15 cm C/C with 2 (two) nos. of holes of 20 mm dia at 50 cm inside from both sides in the same face and in the other face of member another 2 (two) nos. of holes of size 20 mm dia at 65 cm inside from both ends including properly curing for 28 days and supply at work site complete as directed.(Date of Casting and Name of Supplier should be engraved on the members)

Payment will be made as per number of porcupine bars.

Item No. 5:

Labour charge for launching R.C.C. Porcupine including carriage of R.C.C. Porcupine members of size 0.10 m x 0.10 m x 3.00 m from the stack yard to the place of launching, erection of the Porcupine with 6 (six) members properly, supply & fitting / fixing with 12 mm dia 25 cm long M.S. Nuts and bolts and launching the porcupine properly as directed (Lead up to 150 m)

Payment will be made as per number of porcupine

(a) Launching with boat

Assembling and laying of RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing.

(b) Launching without boat

Assembling and laying of RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing.

The Firm / Contractor should arrange his own site at a place as accepted by the Engineer-in-Charge and construct necessary huts / labour shed, store for material, etc at his own cost. The casting site selected should be in a place at higher elevation so that the works can be carried out throughout the time schedule without any interruption due to flood, etc.

Measurement and Mode of Payment

Measurement of Geo-bags laid under water will be recorded at the time of laying. Measurement of Geo-bags laid above ground will be measured on finished work. Measurement of other items of work will be as per actual measurement at site. Payment will made on the basis of actual measurement in field as per execution in respect of the items of work mentioned above.

Payment will be made after successful execution of the work as per direction of the department and after receipt of Test Reports of sewing thread and geo textile (if any), within permissible values. The tests should be carried out in Government Laboratory / Government Approved Laboratory and necessary payment for the tests will be borne by the contractor.

All supporting documents in terms of payment of Forest Royalty, GST, any other tax/duty, etc should be submitted to the Engineer-in-charge through the concerned Assistant Executive Engineer before payment. Payment of Final Bill is subjected to receipt of Forest Royalty Clearance Certificate (FRCC) from concerned Forest Department and any other documents as required, if any. Payment is subjected to availability of fund.

Measurement of supply and laying of geobags will be made in numbers and supply of sewing thread will be made in Rm.

Measurement will be taken per number of porcupine bar supplied and transferred to specified location and stacked.

“Porcupine bars are to be supplied and stacked at designated location as approved by the Executive Engineer. Necessary provisions of RCC porcupine bars has to be kept for carrying out destructive tests.”

No extra payment will be made for carriage of RCC Porcupine members to the place of stacking and to the site of work.

Measurement will be recorded for each Porcupine laid under water at the time of launching. Porcupine laid on dry ground may be measured on finished work.

Payment will be made after successful laying / launching of RCC Porcupine at proper place as directed by the Engineer-in-charge or his authorized representative in number of Porcupines actually laid and after receipt of Test Reports which should be within permissible values as specified in Schedule – D below. *All the tests should be carried out in Government Laboratory / Government Approved Laboratory.*

All supporting documents in terms of payment of Forest Royalty, GST, any other tax/duty, etc should be submitted to the Engineer-in-charge through the concerned Assistant Executive Engineer before

payment. Payment of Final Bill is subjected to receipt of Forest Royalty Clearance Certificate (FRCC) from concerned Forest Department and any other documents as required, if any. Payment is subject to availability of fund.

The Department shall deduct Income Tax, GST, Labour Cess and any other tax prevailing as per norms at the time of releasing payment.

Methodology:

As the work will be of emergency in nature, the supply of Geo-bags, RCC porcupine and sewing thread is to be done within 30 days of the date of issue of LOA and laying of Geo-bags, RCC porcupine has to be carried out within 24 hours of notice from Executive Engineer via whatsapp, mail, phone call. **The contractor should be prepared with all required men and machineries to execute the works at any given location on the bank of river Brahmaputra at Majuli.**

Specification

Geo-textile bags shall be filled with 100% river silt to the specified quantity, i.e. to weigh 1700 Kg in respect of 2.0mx1.5m size bag, and 288.58 Kg in respect of 1.2 m x 1.0m size bag.

Preparation.

The geo-bags will be transported by the contractor from go-down to his work site for filling as per need at the site.

When the fabricated geo-bags are brought to the site by the contractor, they will be jointly counted by the Engineer and the Contractor, or their authorized representatives and record in a register that is signed by both the parties. The original register is to be kept by the Engineer, and copy is to be kept by the contractor.

At all working sites, the geo bags are to be stored in an orderly manner, properly wrapped in black polyester sheet or any other suitable cover, protected from ultra-violet radiation and other influences negatively affecting their material properties to the Engineer's satisfaction.

Bags must be handled with care without being damaged. Damaged bags shall be replaced with bags of the same material properties and of the same dimensions at the contractors own cost.

Sand- Excavation and sand Quality.

(1) Sand/silt for filling must be taken from approved areas of the river bed/flood plain or chars and can only be used after acceptance from the Engineers-In-charge or his representative. Silt excavation at or near the work site is prohibited.

(2) Silt must not contain organic, deleterious and other foreign materials.

(3) The silt fill for the bags is subject to inspection and acceptance by the Engineer.

Filling.

(1) Filling of bags will take place in appropriate areas clean and free from flooding, wave action, or threat of erosion. Filling material shall be silt from the flood plain / adjacent river char.

(2) Approved silt only will be used for filling the bags.

(3) While filling, the bags will be held by appropriate means in an up-right position, impart necessary lift/ jerks to eliminate voids as well as compact the sand as directed by the Department. The bags must be filled full to obtain the design weight as per the following table:

Bag Type	Dimension A (Length, m)	Dimension B (Width, m)	Weight (Kg)
Pillow	2.0	1.5	1700

Some variation in weight after filling, due to deviations in volumetric weight and water content of the sand, and variations in closing the bags, will be tolerated but must be in accordance with the design concept. A joint verification by the contractor and Engineers-In-charge or his representative of the practical requirements and the resulting weigh variation to measure tolerances will take place prior to mass production. Filled bags will be checked for weight at random throughout the construction period at the frequency of minimum one bag per 500 filled bags. If a sample is found to be less than that specified, then the whole batch from which it was taken will be checked and all under-weighed bags will be opened and re-filled to obtain the correct weight.

(4) The filled bags must be kept in an orderly manner, size-wise for laying.

Sewing -Closing

1. The bags will be closed by stitching with hand held sewing machine. The stitching will be a chain stitch (twine/double seams). The stitch count will be fixed through test at the site and will be 15 stitches per 100mm. The line for stitches will be placed at minimum of 2 cm, but not more than 2.5 cm from the top of the bags and will run parallel to the top of the bags.

2. Number of electric hand held sewing machines of standard quality at the site must be minimum 2 times the requirement for daily average filling rate. Arrangement for frequent spot servicing of sewing machines shall be made. All unworkable machines must be replaced by equal number of fresh machines.

Handling and Transport

(1) After filling and sewing, the bags must be stacked size-wise ready for counting. After stacking, the bags will be counted jointly by the Engineers-In-charge and the contractor, or their representatives.

The result will be entered in a register and signed by both the parties. The original register is to be kept by the Engineer, and copies are to be kept by the contractor.

(2) Filled bags will be loaded on flat top barges or engine driven flat top boats and transported to the dumping barge for orderly arrangement or laid as instructed by the Engineer or his representative. Alternatively, the filled bags will be loaded in a systematic manner on flat top barges which will be used for carrying to as well as laying the bags at site. Handling and carriage is inclusive of all leads and lifts.

(3) Proper care must be taken not to lose bags during the loading, transport, unloading and stacking processes in any circumstances. Any bags that are inadvertently dumped before the counting operation is complete are to be omitted from the count and replaced at the contractors own cost.

(4) Any dumping aid, used to prevent displacement of bags in strong currents, shall not have any sharp corners or edges or any other features that could damage the bags or reduce their material properties, making them unsuitable for their designed purpose.

Dumping of Geo bags.

The contractor shall ensure that his dumping methodology works in all anticipated river currents, in particular strong river currents expected along certain reaches, and that the bags are dumped in the required locations forming a uniform coverage of the underwater area. This may require dumping aids to be used in some locations with strong current.

Dumping of bags under water

Bags will be dumped below Lowest Water Level (LWL) to form a uniform cover. At all sites, the dumping shall start from the upstream side of the river and proceed toward downstream gradually as the work progresses. The bags will be laid first along the bank line and then proceed towards the deeper river bed according to the width of the apron till the designed thickness is achieved.

All dumping will take place in the presence of the Engineers-In-charge and the contractor, or their representative.

When all counting operations have been completed, and the alignment is correctly fixed for dumping, the dumping order will then be issued by the Engineers-In-charge or his representative and 1st batch of bags will be dumped in a manner described above.

The total number of bags in each dumping operation is to be entered into an individual register by each of the two supervisors which are to be duly signed and handed over to the Engineers-In-charge after each day of construction. Besides the number of each different type of bags, details about the location of the barge, date and time, number of labour employed, use of dumping aids, etc. are also to be recorded, for each dumping operation.

All dumping works have to be video-recorded.

The contractor shall provide a portable open shed along the river bank for total station and its operator and supervisor with 2 wooden chairs, 1 small table, and 1 umbrella to facilitate the dumping of geo-bags by accurate positioning of the pontoon and counting of the number of geo-bags being dumped.

Tolerances.

(1) Geo-textile bags filled with 100% river sand to the specified quantity, should weigh 1700Kg in respect of 2.0mx1.5m size bag, and 288.58 Kg in respect of 1.2 m x 1.0 m size bag. A tolerance to be determined mutually by joint verification by the contractor and Engineers-In-charge or his representative will be allowed, but this should not exceed 5%.

(2) Before starting activities, the Engineer and the Contractor will jointly define and agree on a practical method to determine the layer thickness of dumped bags. This will likely include a combination of bag counting and pre and post-work surveys. The contractor has to arrange for necessary facilities for the same.

(3) The design thickness of geo-bags dumped below LWL shall be achieved over at least 95% of the coverage area, and no where shall the coverage thickness be less than 95 % of that shown on the drawings.

RCC porcupine

6 (six) Porcupine members (RCC bars) are to be assembled at top by nut and bolt to form a prismatic structure below the bolt. Then each member is to be joined by nut and bolt through pre-fabricated holes. The Porcupines which are supposed to be laid over land are to be assembled at a place where is to be laid. The porcupines which are to be laid in deep river bed are to be assembled on the platform of a boat and laid / launched in proper place in river bed.

As the work will be of emergency in nature, it has to be executed within 24 hours of notice from Executive Engineer via whatsapp, mail, phone call. The contractor should be prepared with all required men and machineries to execute the works at any given location on the bank of Brahmaputra at Majuli.

The following test will be conducted at site to ascertain the quality of supplied bars at the cost of the supplying firm.

- (a) Non destructive test for determination of compressive strength by using Rebound Hammer.
- (b) Two RCC porcupine bars selected randomly from a stack/lot will be broken to check the reinforcement distribution and other properties and this will be at the cost of contractor.

Photography, Video Recording, Entering in to the Register, and Reporting.

Primary quality control of work will be maintained by continuously counting the geo-bags, performing pre and past work survey, and through video-recording, as detailed in previous sections.

However, since the controlled dumping of geo-bags are to be carried out under water and cannot be accurately verified after work completion, a comprehensive system of photography and pre & post dumping survey is to be facilitation by contractor as directed by EIC or his representative. For each sequence of works, as defined by specific work section or intervals, this will comprise the following in the presence of the Engineer-In-charge and the contractor, or their representatives.

After filling, stockpiling and counting the geo-bags, the contractor is to photograph and video record the geo-bags along with the location, pontoon name/number, date and time.

The photographs and video recording should be done from the land using a tripod, and with a complete view of the entire dumping operation. Both the date and time must be displayed on all photographs and video recording.

The photographs and video recordings will be certified in the register book by the Engineers-In-charge and contractor or their representatives. Any dumping operations that do not have certified photographs and video recordings in the register book will be deemed as not completed. The barge has to be fitted with warning system, fog horn and fog light etc.

Executive Engineer
Majuli Division
Brahmaputra Board
Majuli

D-2 ADDITIONAL TERMS & CONDITIONS:

1. All items in schedule of quantity are consolidated items of works inclusive of all consumable material cost, labours, tools, software, hardware & equipments etc. All rate quoted by the contractor will be inclusive of labour, all consumable material cost, tools & equipments, accommodation including all taxes etc.
2. If situation demands, the printed challans in a book form with numbering will be arranged by the contractor for transport of materials necessary for the work from the stack yard to the actual place of utilization as per direction of the Engineer-in-Charge.
3. There is likelihood that some other works may also be under execution simultaneously by other agencies in the adjoining area. The contractor shall carry out the works without causing any hindrance/ disruption to such works.
4. (a) The contractor shall intimate the Engineer-In-Charge (EIC) 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. The contractor is solely responsible for watch and ward of the machineries/equipments etc. necessary for the work till completion. For any loss, theft or damage of machineries/equipments under custody during the course of execution of the work, the contractor will be fully responsible.
5. The contractor is solely responsible for watch and ward of the machineries/equipments etc. necessary for the work till completion. For any loss, theft or damage of machineries/equipments under custody during the course of execution of the work, the contractor will be fully responsible
6. If any material needs to be supplied by the Department then the contractor shall draw the materials from the departmental store / stack yard being fully satisfied regarding the specifications and quantity of materials failing which no claim in any shape shall be entertained. Departmental materials shall be issued to the contractor depending upon the availability in the Departmental store. The contractor shall remain responsible for the proper storage and safe custody of such materials received from the department.
7. Engineer-in-charge or his authorized representative shall check the quality of the works from time to time. Observations regarding defects communicated by him, if any, will be rectified by the contractor for which no extra claim shall be entertained in any shape.
8. In case situation demands, the EIC has the right to review the situation. In case it is not possible to execute the works, necessary instructions will be issued by the Department to temporarily/ permanently close the works, which will be binding on the contractor and no claim whatsoever for sudden suspension/ closure of works will be admissible.
9. The nature of the work warrants that the work may need to be executed in parts extending over a period beyond the stipulated time frame. Accordingly, the work may be awarded in parts as per necessity and the bidder has to execute it accordingly. The bidder is advised to keep this factor in mind while quoting rates for the work.
10. All materials brought to the site must be subject to approval of the Engineer-in-Charge or his authorized representative. Rejected materials must be removed by the contractor at his own cost from the site within 24 hours of the issue of order to that effect. In case of non-compliance with such orders, the Engineer in Charge (EIC) shall have the authority to cause such removal at the cost and expenses of the contractor and the contractor shall not be entitled to any loss or damage on this account.
11. The Department shall deduct Labour Welfare Cess @ 1%, Income Tax and GST and or any other prevailing tax as per norms at the time of releasing payment of interim bills/ final bill.
12. 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. Forest Royalty / Monopoly on all forest produce used like earth, soil, coarse aggregate, sand, etc. It is the contractor's responsibility to arrange for permit of earth, soil, coarse aggregate, sand and other required materials and make payment for royalties for those. Brahmputra Board may however help in arranging the permit if it is a government quarry / government land, but contractor will have to pay the royalties as required.
 - c. Demurrage of whatever, if so levied due to contractor's fault.

- d. Compensation for damage, use or appropriation of private property. Such charges, if any, will be recovered by Brahmaputra Board from the contractor and will be paid to the department concerned.

Any changes in rates of Forest Royalty / Monopoly, GST etc. during the tenure of the work will be borne by the contractor.

13. Accident:

- 1) 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.
- 2) 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.
- 3) In all cases, the contractor shall indemnify the Department against the contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Govt. as a consequence of failure to give notice under the Workmen's Compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all modifications thereof whether such compensation may become payable by the contractor, the Engineer-in-Charge may retain payment due to the contractor such sum or sums of moneys as may in the opinion of the Engineer-in-Charge be sufficient to meet such liabilities. On receipt of award from the Labour Commissioner in respect of quantum of compensation, the difference of amount shall be adjusted.

D-3 Supervision, Inspection of works and quality control

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

Inspection of works

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

Quality assurance

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

- a) As specified in the specification for the items.

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

INTEGRITY PACT

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.....
.....

Sub: NIT No. **BB/MD/T-158/2020/18** for the work of **Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022**

Dear Sir,

It is hereby declared that Brahmaputra Board (BB) is committed to follow the principle of transparency equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Brahmaputra Board (BB).

Yours faithfully

Executive Engineer
Majuli Division
Brahmaputra Board
Majuli

INTEGRITY PACT

To,

The Executive Engineer,
Majuli Division,
Brahmaputra Board,
Majuli

Sub: Submission of Tender for the Work **“Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022”**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To,

The Executive Engineer,
Majuli Division,
Brahmaputra Board,
Majuli

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Brahmaputra Board

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of 2022

BETWEEN

Brahmaputra Board represented through the Executive Engineer, Majuli Division, Brahmaputra Board, Majuli (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

Through _____ (details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (**BB/MD/T-158/2020/18**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure contract for "**Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022**" hereinafter referred to as the "Contract"

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract/

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Criminal Liability:**
If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
- 3) **Forfeiture of EMD/Performance Guarantee/Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

[Refer para 7 of NIT-CPWD-6]

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

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

7. We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

8. This Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.
Dated theday of for..... .

(Indicate the name of the Bank)

Form A
Financial Information

Financial Year	Total Turnover (Rs. in lakh)	Profit / Loss (Rs. In lakh)
2021-2022		
2020-2021		
2019-2020		
2018-2019		
2017-2018		

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

FORM - B

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

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

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

(Signature)
For the Bank

NOTE –

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

FORM - C

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH OF MARCH, 2022

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

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

Signature of Bidder(s)

FORM – E

PERFORMANCE REPORT OF WORKS

1. Name of work/ project & location.

2. Agreement No. :

3. Estimated cost :

4. Tendered cost :

5. Date of start :

6. Date of completion:

(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
(v) General Behaviour	:	Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent.

FORM - F

STRUCTURE & ORGANISATION

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

4. Particulars of registration with various Government Bodies (attach attested photocopy).

Organisation / Place of registration	Registration No.
1.	
2.	
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/ ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the bidder, or any constituent partner in case of partnership firm/ ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM – G

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

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

Signature of Bidder(s)

FORM – H

Details of Plant and Equipment likely to be used in carrying out the work

Sl. No.	Name of equipment	No.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently Owned	Leased	To be Purch-Ased		
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3										
4										
5										
6										
7										

Signature of Bidder(s)

SPECIAL CONDITIONS OF CONTRACT

- (1) The work as a whole is emergent in nature and as per field requirement. The work is liable to be restricted to actual site condition depending upon the flood situation during 2022. Hence, the quantum of work may get reduced or may not be required at all. The Engineer-in-Charge will assess the actual requirement as per field condition and may cancel the contract without assigning any reason thereof.
- (2) Availability of geobags: The contractor have to supply and stack the required quantity of geobags within 30 days from the issue of LOA at location approved by the Engineer-In-Charge. **Godown for storage of geobags has to be arranged by the contractor.** The contractor will notify the Executive Engineer as soon as collection starts so that necessary testing can be done without hampering the work.
- (3) Availability of RCC porcupine bars: The contractor has to start supply and stack the required quantity of RCC porcupine bars within 30 days from the issue of LOA at locations approved by the Engineer-In-Charge. The contractor will notify the Executive Engineer as soon as collection of porcupine bars starts so that necessary testing can be done without hampering the work.
- (4) Start of work: The contractor will notify the Engineer-in-charge about his intention to start the work within the specified time of 24 hrs. The 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.
- (5) Use of Construction facilities: It is possible that other works at or in the vicinity of the site will be performed by the department or by other contractor during the period of time allowed for the performance of the work under these specifications. The contractor shall permit full use, (without charge thereof) by the department and or other contractors, of roads, bridges, foot bridges, lighting and such other facilities constructed by the contractor for use in the performance of the contract without direct additional cost to the contract.
- (6) Climatic conditions: The Engineer-in-Charge may order the contractor to suspend any work that may be subject to damage by climatic condition.
- (7) 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.
- (8) Date to be furnished by the contractor:-The contractor shall submit the following information to the Engineer-in-charge within the period specified in each case- The proposed work program and time schedule showing sequence of operations within 10 days after the date of receipt of notice to proceed with the work (formal work order).
- (9) Leviale charges: Charges leviale will be as per Central Government financial Rules applicable under the contract.
- (10) Unless otherwise specified, all tender item rates are inclusive of the supply of materials and all handling and transport charges to work and taxes.
- (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 the work are as described in Broad Scope of work under Schedule-D of the NIT.
- (13)
- (a) The contractor shall construct suitable go-down, stacking site at the site of work for storing the equipment /materials safe against damage of sun, rain, dampness, fire, theft etc, at his own cost.
- (b) The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (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. The contractor must not sublet the work or any part of the work without the permission of the Competent Authority of Brahmaputra Board.
- (15) No labourer under eighteen years of age shall be employed for the work and all labourers employed shall be paid at rates not less than generally paid for similar work in the neighbourhood and as per minimum wage circular of the labour Department of Government of Assam, Labour license shall be obtained by the contractor from the competent authority.
- (16) Labourer engaged by the contractor for unskilled/semi skilled should invariably be local people, wherever such people are available.
- (17) 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 Brahmaputra Board shall be applicable.
- (18) The contractor shall provide for necessary insurance as per workman compensation Act and also provide for 3rd party insurance risks.
- (19) The water and electricity required for their own purpose shall be arranged by the contractor.
- (20) Price variation: The accepted tender rate/L.S. price shall remain firm for the entire period of construction and no price variation will be allowed even if there is change in labour wages, P.O.L. and cost of living index during entire period.
- (21) Any work executed by the Contractor before signing formal tender agreement, shall be declared as unauthorized and no payment will be entertained by the Department for such works.
- (22) The Contractor should aware of area and scope of work and should be made the area of interest obstruction free.
- (23) Local flood effected people should be engaged appropriately as far as possible.
- (24) The Contractor has to arrange necessary tents/ house for staying of the field staffs.
- (25) Necessary arrangement for pegs, demarcation pillars and other implements required for the work has to be arranged by the Contractor.
- (26) Any maintenance required in hiring buildings/ rented house will be borne by the Contractor.
- (27) Necessary compensations made by the contractor with other works in progress at the time of execution of the works with the Department should not be included in the bill for reimbursement.
- (28) Necessary Forest Royalty, levies etc. should be borne by the Contractor.
- (29) The contractor shall construct suitable go-down, stacking site at the site of work for storing the equipment /materials safe against damage of sun, rain, dampness, fire, theft etc, at his own cost. The contractor shall also employ necessary watch and ward establishment for the purpose at his own cost.
- (30) The contractor must not sublet the work or any part of the work without the permission of the Competent Authority of Brahmaputra Board.

- (31) The works of the NIT will have a liability period of 90 days. Any damages to the work will be during this period will have to rectify by the contractor. The cost have rectification/repair will have to be borne by the contractor.
- (32) If disputes arises, the dispute redressal procedure will be as per Clause 25 of CPWD form 7/8 as modified and enclosed in the tender document.

Executive Engineer
Majuli Division
Majuli

ANNEXURE

**to be filled and submitted by the contractor

DETAILS FOR COMMUNICATION:

1. Contact No.:
2. Email id:
3. Whatsapp No:
4. Postal address for official communication:

Signature of the Contractor with Name

Item rate of BOQ

Tender issuing Authority : Executive Engineer, Majuli Division, Brahmaputra Board, Majuli.

Name of Work:- "Providing emergent measure with supply and laying of RCC porcupine and Geobags at different vulnerable locations from Salmara to Michamora during flood of 2022

SPECIFICATION OF ITEMS.

The works are to be carried out as per specifications and directions of Engineer-in-Charge strictly within the specified time frame. The specifications of the works are described as below:-

Sl. No.	Item Description	Qty	Unit	Quoted rate in figure (Rs.) Including GST	Quoted Amount (Rs.)	Quoted rate in words(Rs.)
1	<p>Supply of Geo-textile bag type – B (2.00 m X1.5m) (pillow type) made of composite layers of Geo-textile as per specification below; woven Geo-textile for the outer cover. The woven Geo-textile is woven with UV resistance slit film tape fibre with MAVR values of the following properties. Geo-textile used to manufacture Geo-textile bags should have high mechanical properties for enhanced durability along with enhanced puncture, abrasion and UV resistance characteristics. Geo-textile should be inert to biological degradation and resistant to naturally encountered chemicals, alkalis and acids. Weight (ISO- 9864/ ASTM5261) ≥ 210 gms/sqm Tensile strength (ASTMD 4595) ≥ 35KN/M Tensile Elongation (ASTMD 4595) = $\geq 5\% \leq 30\%$ Tensile strength (ASTMD 4632) = 1.5KN UV resistance (ASTMD 4355) = 70%/ 500 hours.</p> <p>Non woven Geo-textile for the inner layer. It is needle punched non woven Geo-textile made of 100% polypropylene staple fibre which are formed into a random network for dimensional stability . It should resist UV degradation, rotting and alkalis. Weight (ISO- 9864/ ASTM5261)≥ 210gms/sqm Tensile strength (ASTMD 4595)= ≥ 8KN/M Tensile Elongation (ASTMD 4595) = $\geq 30\% \leq 90\%$ Tensile strength (ASTMD 4632) = 0.8KN UV resistance (ASTMD 4355) = 70%/ 500 hours. (Each Geo fabric bag size 2.0m X1.5m should be supplied in properly packed having 15 bags each in a packet bundle and should be marked with name of manufacturer and Batch No. clearly on each bundle with "Brahmaputra Board" to be printed on it and mentioning properly the GSM and type of polymer and each packet will be measured accordingly)</p>	5238	Nos			
2	Supply of special threads for geo bags to meet 4 rows of type 101 stitch on the top/open end of bag after filling the	47142	Rm			

	<p>materials and specification etc. complete as directed(inclusive of labour 1% cess)</p> <p>1. Type of yarn: polypropylene (multi-filament twisted)</p> <p>2. Denier: 2500-3000</p> <p>3. Strength: 10-15 kg</p>					
3	<p>Filling and laying of Geo bags type-B (2.00 m X 1.50m) including excavation of specified silt from flood plain or adjacent chars within a distance of 90 m from work site. Filling geo bags with sand weighing 1700.00 kg after filling, stitching the mouth of the filled bags with polypropylene thread with power driven double needle machine, stacking the same in batches of 100, carrying the same in the dumping site including all handling charges and local carriage within a distance of 100m and laying properly as directed. (Geo bags and polypropylene thread will be supplied by the deptt.</p>	5238	No.			
4	<p>Supply of R.C.C. porcupine member of size 0.10mx0.10mx 3.0m cement concrete proportion 1:2:4 reinforced by 4 nos. of 8mm dia TMT bars and 4mm dia (8G) wire stirrups at 15cm c/c with 2(Two) nos hole 20mm dia at 50 cm inside from both side in the same face and in other face of member another 2(Two) nos hole 20mm dia at 65 cm inside from both ends including properly curing for 28 days and supply at work site complete as directed. (Date of casting should be engraved on the members)</p>	14124	No.			
5	<p>Assembling and laying of Pre-cast RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing including tying of porcupine in group not less than 8 with 8 mm dia. steel wire rope (IWRC) IS-2266/89 wherever required with necessary 'U' bolt and clamped as directed. (Beyond 3 Km) in Launching by Boat</p>	2276	No			
6	<p>Assembling and laying of Pre-cast RCC porcupine consisting of 6(six) members at work site either screen, spur or dampener as directed including assembling with 12 mm. dia. Bolt with additional check nut with washer on both faces as per drawing including tying of porcupine in group not less than 8 with 8 mm dia. steel wire rope (IWRC) IS-2266/89 wherever required with necessary 'U' bolt and clamped as directed. (Beyond 3 Km) in Launching without Boat</p>	78	No			