



भारत सरकार / Government of India
जल शक्ति मंत्रालय / Ministry of Jal Shakti
जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग
Department of Water Resources,
River Development and Ganga Rejuvenation
उत्तर-पूर्वी जलीय एवं संबद्ध अनुसंधान संस्थान,
North Eastern Hydraulic and Allied Research Institute (NEHARI),
ब्रह्मपुत्र बोर्ड, रुद्रेश्वर, गुवाहाटी -३०
Brahmaputra Board, Rudreswar, Guwahati-30



**E-TENDER DOCUMENT
FOR**

Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI

NIT No: BB/NEHARI/16/2022-23/462 Dated 16.09.2022

Estimated Cost Put to Tender : Rs. 85.34 Lakh

Certified that this tender document contains 35 Pages

August, 2022

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Government of India
Ministry of Jal Shakti
Department of Water Resources,
River Development and Ganga Rejuvenation
North Eastern Hydraulic and Allied Research Institute (NEHARI),
Brahmaputra Board, Rudreswar, Guwahati-30



NIT No: BB/NEHARI/16/2022-23/462

Dated 16.09.2022

NOTICE INVITING e-TENDER

The Director, North Eastern Hydraulic and Allied Research Institute (NEHARI) on behalf of Brahmaputra Board invites online Item rate bids from registered, reputed, well established and financially sound Manufacture/ Authorized dealer/Firms/Reputed Supplier/Contractor for the work mentioned below:-

1.	Name of Work	Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI
2.	Estimated cost	Rs. 85.34 lakh
3.	Cost of Tender Document	Rs. 1500/- (non-refundable)
4.	Earnest Money Deposit	Rs. 1, 71, 000/-
5.	Performance Guarantee	3 % of Contract value
6.	Completion Period	120 (One Twenty) days.

Schedule of e-Tender/ Critical Dates

1.	Officer Inviting Tender	Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati - 30
2.	Tender No.	NIT No: BB/NEHARI/16/2022-23/xxx
3.	Date of commencement of downloading of Tender Documents	17.09.2022 from 09:00 hrs
4.	Last Date & Time for online submission of Bids	26.09.2022 up to 14:00 hrs
5.	Last date and time of submission of original documents / hard copy of bid at office	27.09.2022 up to 12:00 hrs
6.	Date & Time of opening of Technical Bids (online)	27.09.2022 at 14:00 hrs
7.	Date and Time of opening of Financial Bids	To be announced later
8.	Venue of opening Technical and Financial Bids	NEHARI, Brahmaputra Board Rudreswar, Guwahati- 30

Sd/-
Director

Copy to:-

1. The Chief Engineer-I, Brahmaputra Board, Basistha, Guwahati-29
2. The Dy. Chief Engineer & RO (Assam), Brahmaputra Board, Basistha, Guwahati-29
3. The Asstt. Executive Engineer, NGMSD, NEHARI, Brahmaputra Board, Rudreswar, Ghy-30
4. The In-charge, IT-Cell, Brahmaputra Board, Guwahati for uploading in Board's website.
5. Notice Board, NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30

List of Essential Documents to be submitted along with the Bid

Sl. No.	Documents to be submitted along with bid	Reference of the documents	Remarks
1.	(a) Demand Draft or Banker's Cheque of any Scheduled Bank towards the Cost of tender /bid document in favour of Financial Adviser, Brahmaputra Board payable at Guwahati (b) Demand Draft/Pay order / Banker's Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank towards EMD in favour of Director, NEHARI, Brahmaputra Board payable at Guwahati		
2.	Signed & scanned copy of Manufacture/ Authorized dealer/Firms/Reputed Supplier/Contractor Valid Registration Certificate with the Government		
3.	Signed & scanned copy of certificates of similar Work Experience (Work Order including completion certificates) as per requisite criteria in Tender Document.		
4.	Signed and scanned copy of average annual financial turnover of 50% of the estimated cost put to tender during the last three years ending 31st March, 2021 in Form A (Years 2019-20, 2020-21, 2021-22)		
5.	Signed and scanned copy of Profit & Loss statement of last five years ending 31st March, 2021 in Form A (Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22)		
6.	Signed and scanned copy of bank solvency certificate in Form B		
7.	Signed & scanned copy of PAN card		
8.	Certificate of Registration for Good and Services Taxes (GST) Registration		
9.	Signed & scanned copy of the IT return filed for the last 3 (three) financial years (Years 2019-20, 2020-21, 2021-22)		
10.	Signed & scanned copy of Acceptance letter on Firm's Letter Head.		
11.	Signed & scanned copy of Valid Labour License Certificate		
12.	Signed & scanned copy of Tender document.		
13.	Signed & scanned copy of duly countersigned SITE VISIT REPORT for this work		
14.	Any other document as specified in the tender		

**FOR E-TENDERING
CPWD-6**

1. Item rate bids are invited up to 14:00 hours on 26.09.2022 on behalf of Brahmaputra Board from registered, reputed, well established and financially sound contractors / firms/ agencies for **“Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI”**
2. The enlistment of the bidders should be valid on the last date of submission of bids.
In case the last date of submission of bid is extended, the enlistment of bidder should be valid on the original date of submission of bids.
3. The work is estimated to cost **Rs. 85.34 lakh**. This estimate, however, is given merely as a rough guide.
4. Intending bidders are eligible to submit the bid provided he/she has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents

- (a) Three similar works each of value not less than the amount equal to **40% (Rs. 34.14 lakh)** of the estimate cost put to tender or two similar work each of value not less than the amount equal to **60% (Rs. 51.21 lakh)** of the estimated cost put to tender or one similar work of value not less than the amount equal to **80% (Rs. 68.27 lakh)** of the estimated cost put to tender in last 7 years ending last date of submission of bids.

Similar works shall mean - *“Renovation of Buildings including Supply and Installation heavy Machinery Equipment, major electrical Works (i.e Installation of electrical Panel Board etc.) in the past to Govt. Departments/ PSUs”*.

The bidder must submit the work experience certificates i.e. Work Order including completion certificates of the works.

- (b) The bidder should have an average annual financial turnover of **50% (Rs. 42.67 lakh)** of the estimated cost put to tender during the last three years ending 31st March, 2022 in Form A duly certified / verified by Chartered Accountant (Years 2019-20, 2020-21, 2021-22)
- (c) The bidder should submit Profit & Loss statement of last five years ending 31st March, 2021 in Form A duly certified / verified by Chartered Accountant (Years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22). The bidder should not have incurred any loss in more than two years during the last five years ending 31st March, 2022.
- (d) The bidder should have a current Bank solvency of 40% of the estimated cost put to tender. Format is appended at Form B. The solvency shall not older than **3 months** from the date of submission of bid.
- (e) To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

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 bidding in Brahmaputra Board in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge / Officer inviting the bid or equivalent shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

- (f) The bidder should also comply with the following for eligibility criteria :-
- (i) Valid Registration Certificate from Government
 - (ii) PAN Card
 - (iii) IT Return of the last three financial years
 - (iv) GST Registration
 - (v) Acceptance Letter in contractor's / firm's letter head
 - (vi) Valid labour license/EPF
 - (vii) Cost of bid
 - (viii) EMD
 - (ix) SITE VISIT REPORT duly countersigned by official of NEHARI for this work
 - (x) Tender document

*Aforementioned documents along with bid document are to duly signed and sealed before uploading the CPP portal.

5. Agreement shall be drawn with the successful bidders 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 <https://eprocure.gov.in/eprocure/app>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
6. The time allowed for carrying out the work will be **120 (One Twenty) days** from the date of start as defined in Schedule 'F' or from 10th day of issue of letter of acceptance (LOA) for the work.
7. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with another necessary documents except Standard General Conditions of Contract Form can be seen on website <https://eprocure.gov.in/eprocure/app>.
8. After Sales Service: The name & address of the nearest available authorized service centre is to be mentioned.
9. Details of nature and maximum period of warranty offered by the vendor to be mentioned.
10. Short Shipment (Both foreign & indigenous): If any short-shipment etc. is noticed, the same will be arranged immediately with all charges to this effect to be borne by supplier/Indian agent.
11. **Cost of tender / bid (non-refundable)** in the form of Demand Draft or Bankers Cheque in favour of **Financial Adviser, Brahmaputra Board, Guwahati** payable at Guwahati for **Rs. 1500/-** (Rupees one thousand five hundred only) shall be scanned and uploaded in the e-tendering website within the period of bid submission.

Micro and Small Enterprises (MSEs) are exempted from payment of cost of bid. However, supporting document is to be submitted along with the bid for support of the claim in this regard.
12. **Earnest Money Deposit (EMD)** in the form of Demand Draft or Bankers Cheque or Deposit at Call Receipt or Fixed Deposit Receipt drawn in favour of **Director, NEHARI, Rudreswar, Guwahati-30** payable at Guwahati for **Rs. 1, 71, 000/-** (Rupees One Lakh Seventy One thousand only) shall be scanned and uploaded in the e-tendering website within the period of bid submission.

A part of Earnest Money Deposit (EMD) is acceptable in the form of bank guarantee also. In

such case, minimum 50% of earnest money or Rs. 20 lakhs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders (Copy of Bank Guarantee Form enclosed)

EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security should be refunded to the successful bidder on receipt of a performance guarantee.

EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required Performance Guarantee within the specified period.

Micro and Small Enterprises (MSEs) are exempted (As per standard rule applicable) from payment of earnest money deposit. However, supporting document is to be submitted along with the bid for support of the claim in this regard.

13. All aforesaid documents including tender / bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, the following documents have to be submitted physically by the bidder in the office of the Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30 within the last date for submission of 'Original Documents' / 'Hard Copy of Bid' as prescribed in the 'Critical Dates' :-

- (i) Complete bid / tender document along with attachments as uploaded in the CPP portal.
- (ii) Cost of bid
- (iii) EMD
- (iv) Bank Solvency
- (v) Affidavit, etc.
- (vi) SITE VISIT REPORT duly countersigned by officials of NEHARI for this work

13. The bid submitted shall become 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 / original documents as submitted physically by the bidder in the office of tender opening authority.
- (iv) The bidder does not submit **original documents / hard copy** in the office as stipulated in the bid document.

14. 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.

15. 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).

The successful bidder shall furnish performance security / guarantee deposit at the rate of **3%** of the contract value within **7 days** after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract. Performance security may be furnished in the form prescribed above in favour of **Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30** payable at Guwahati or as per requirement of the department. Performance security is liable to be forfeited in case successful tenderer does not fulfil contract obligations.

16. Intending Bidders are advised to inspect and examine the site and its surroundings, scope of work and satisfy themselves before submitting their bids as 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, scope of work whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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.
17. The competent authority 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 bids received without assigning 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 bidders shall be summarily rejected.
18. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
19. The competent authority 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.
20. 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, Department 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.
21. 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.

22. The bid for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of bids in case of 2/3 bid system. If any bidder withdraws his / her bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders' shall not be allowed to participate in the rebidding process of the work.
23. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within **15 days** from the stipulated date of start of the work, sign the contract consisting of:-
 - (i) 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 bid and acceptance thereof together with any correspondence leading there to.
 - (ii) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

Director
NEHARI
Brahmaputra Board

CPWD -7/8
GOVERNMENT OF INDIA:NEHARI: BRAHMAPUTRA BOARD

(A)Tender for the work of-“Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI”

- (i) **To be uploaded by** 16:00 hours on 16.09.2022 at <https://eprocure.gov.in/eprocure/app>.
- (ii) **To be opened online** in presence of tenderers who may be present 14:00 hours on 27.09.2022 in the office of Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30

Issued to *

Signature of officer issuing the documents *

Designation *

Date of Issue: *

* Note Applicable for e-tendering

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 respect with the specifications, designs, drawing 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 respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for 90(ninety) days from the due date of its opening of bid and not to make any modification in its terms and conditions.

A sum of **Rs. 1, 71,000/-** is hereby forwarded in cash / receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said competent authority of 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 competent authority of Brahmaputra Board or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined

in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or 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 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 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.

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.

Dated

Signature of Contractor
Postal Address

Witness:

Address:

Occupation

ACCEPTANCE

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

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

- (a)

- (b)

- (c)

For & on behalf of Brahmaputra Board

Signature.....

Designation.....

Dated:

SCHEDULES

- SCHEDULE 'A'** - Schedule of quantities (As per BOQ)
- SCHEDULE 'B'** - Not applicable
- SCHEDULE 'C'** - Not applicable
- SCHEDULE 'D'** - Additional Conditions of Contract.
- SCHEDULE 'E'** - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8 as amended from time to time.

Name of work: - Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI

(i)	Estimated cost of work	Rs. 85.34 lakh
(ii)	Earnest Money	Rs.1, 71, 000/-
(iii)	Performance Guarantee	3% of contract value

SCHEDULE 'F'

	General Rules & Directions:	
	Officer inviting tender	Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati - 30
	Definitions:	
2(v)	Engineer-in-Charge	Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati - 30
2(viii)	Accepting Authority	Competent Authority of Brahmaputra Board as per applicable delegation of power rules
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	As per analysis
2(xii)	Department:	Brahmaputra Board
9(ii)	Standard CPWD Contract Form	CPWD Form-7/8 as amended from time to time
	Clause 1	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	7 Days
ii.	Maximum allowable extension beyond the period (provided in (i) above.	7 Days
	Clause 2	
	Authority for fixing Compensation under Clause 2	Dy. Chief Engineer & RO (Assam), Brahmaputra Board

	Clause 2 A	
	Whether Clause 2 A is applicable	No
	Clause 5	
	Number of days from date of issue of letter of acceptance for reckoning date of start	10 Days
	Milestones	None
	Time allowed for execution of work	120 (One Hundred Twenty) days
	Clause 6 & 6A	As per clause of CPWD General Conditions of Contract
	Clause 7 Payment on intermediate certificate	As per clause of CPWD General Conditions of Contract
	Clause 10 A	Not applicable
	Clause 10 B (ii)	Not applicable
	Clause 10 C (a)	Not applicable
	Clause 10 C (c)	Not applicable
	Clause 11 Specifications to be followed for execution of work	As per Specifications of CPWD and as prescribed in the bid document as per direction of the department
	Clause 12	As per clause of CPWD General Conditions of Contract
	Clause 16	As per clause of CPWD General Conditions of Contract
	Clause 18	As per clause of CPWD General Conditions of Contract
	Clause 25	As per clause of CPWD General Conditions of Contract

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority of the Brahmaputra Board and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings, Scope of work and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - (a) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, Services, Scope of work etc be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) The Site shall mean the Hydraulic Lab (Pump House) /land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The Contractor shall mean the individual, Manufacture or firm or Authorized dealer, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (d) The President means the President of India and his/her successors.
 - (e) The Chairman means Chairman, Brahmaputra Board or his/her successors.
 - (f) The Engineer-in-charge means the Director, NEHARI, Brahmaputra Board / Executive Engineer, North Guwahati Division, Brahmaputra Board who shall supervise and be in-charge of the work and who shall sign the contract on behalf of Brahmaputra Board as mentioned in Schedule 'F' hereunder.
 - (g) Government or Government of India shall mean the President of India or his successor.
 - (h) Purchaser means competent authority of Brahmaputra Board or his successor.
 - (i) Accepting Authority shall mean the authority mentioned in Schedule 'F'
 - (j) Accepted Risk are risks due to riots (other than those on account of contractor's employees),war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - (k) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - (l) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed

to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments there to issue up to the date of receipt of the tender.

(m) Department means Brahmputra Board or any department of Government of India which invites tenders on behalf of Brahmputra Board as specified in Schedule 'F'.

(n) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.

(o) Tendered value means the value of the entire work as stipulated in the letter of award.

(p) Date of commencement of work: The date of commencement of work shall be the date of start as specified in Schedule 'F' or from 10th day of issue of letter of acceptance (LOA) for the work.

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings, Scope of work as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. The work, services to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works/services. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works/services and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works/services.
8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings, scope of work being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
9. In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
 - (a) Description of Schedule of Quantities.
 - (b) Specifications, conditions, as prescribed in the bid document.
 - (c) Drawings, scope of work.

- (d) CPWD Specifications.
 - (e) CPWD Works Manual 2019
 - (f) CPWD Standard Operating Procedure for CPWD Works Manual, 2019
 - (g) CPWD GCC 2020 Construction Works
 - (h) Indian Standard Specifications of B.I.S.
10. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 11. Any error in description, scope of work, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to scope of work, drawings and specifications or from any of his obligations under the contract.
 12. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - (a) The notice inviting tender, all the documents including scope of work, drawings, if any, is forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - i. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
 - ii. C.P.W.D. Safety Code.
 - iii. Model Rules for the protection of health, sanitary arrangements for workers employed by Brahmaputra Board or its contractors.
 - iv. CPWD Contractor's and or CLC Labour Regulations.
 - v. List of Acts and omissions for which fines can be imposed.
 13. Award of work: Award of work/contract shall be awarded to the successful bidder whose tender complied with the eligibility criteria for technical evaluation and who has quoted the lowest rates (L1) on the overall effective price / amount quoted by the bidder in the price bid. In case, more than one eligible firm has quoted the same lowest rate (L1), the lowest tender, among such bidders, shall be decided by draw of lots in the presence of Dy.CE / SE of the region/circle, EE in-charge / Director, EE (HQ) and Sr.AO/AO & the lowest bidders those have quoted equal amount of their tenders.
Thereafter LOA will be issued in favour of the successful bidder and the successful bidder shall submit performance guarantee / security and sign the contract agreement.
 14. Taxes: Rates quoted by the bidder shall be inclusive of all taxes. The TDS shall be deducted at source as per the prevailing Government rules from time to time.
 15. No payment for the work done will be made unless contract is signed by the contractor. 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 of actual execution of the work as per direction of the department and after receipt all requisite supporting documents.

All supporting documents in terms of payment of GST, any other tax/duty including test certificates, etc, if any, as per requirement 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 all requisite documents to the satisfaction of the department. Payment is subjected to availability of fund.

16. The Department shall deduct Income Tax, GST, Labour Cess and any other tax prevailing as per norms at the time of releasing payment.
17. Before submitting the tender it is presumed that the bidder/tenderer has understood the exact requirement of the Purchaser and visited sites to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing well in time by the tenderer and in turn get that clarified from the Purchaser in writing. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the Purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.
18. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
19. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
20. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
21. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
22. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
23. The words 'Tenderer', 'Bidder', 'Agency' and 'Firm' has been used interchangeably.
24. The Agency shall have permission from Government to operate and work in Assam or any other States / Locations in India as per requirement.
25. The bidder shall at his own cost arrange all persons (Technician, Masson, Labour etc.), any equipment. The bidder should quote rates keeping in mind these provisions.
26. The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the Purchaser.
27. Notwithstanding the above, the undersigned reserves the right to accept or reject any or all the tenders and to cancel the tender process any time prior to award of work/contract.

Director
NEHARI
Brahmaputra Board

INSTRUCTIONS TO BIDDERS FOR E - TENDERING THROUGH CPP PORTAL

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

(A) REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II/III/or other Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.

(B) SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

(C) PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be

submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. The bidder should ensure that the uploaded bid documents are distinct and clear.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" are available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

(D) SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the Cost of bid and EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall,

the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati - 30 invites the tenders from registered, reputed, well established and financially sound Manufacture/ Authorized dealer/Firms/Reputed Supplier/Contractor for **“Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI”**
2. The period of completion shall be **120 (One Hundred Twenty) days.**
3. Details of works are provided in the Schedule of quantities.
4. The intending bidder must read the terms and conditions of bid document and CPWD 6, 7/8 carefully. He/she should only submit his bid if he/she considers himself eligible and he/she is in possession of all the documents required.
5. Place of work is NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30 as per the scope of work.
6. *The work is related to 2 nos. of Pump Sets as follows-*
 - i. *Supply, installation , testing & commissioning of mixed flow pump motor set with same make having discharge 2080 m³/hr. and head 10 mtr. The efficiency of the pump should not be less than 86%, NPSHR should be 4.77 mtr and the impeller dia should be 493 mm. The pump motor (3 phase) set should be factory assembles and inspection of the same will be applicable. Test & Warranty certificates should also be provided after delivery of the materials. Detail specification of pump has been incorporated in the BOQ.*
 - ii. *Supply, installation , testing & commissioning of mixed flow pump motor set with same make having discharge 1040 m³/hr. and head 10 mtr. The efficiency of the pump should not be less than 84%, NPSHR should be 3.66 mtr and the impeller dia should be 360 mm. The pump motor (3 phase) set should be factory assembles and inspection of the same will be applicable. Test & Warranty certificates should also be provided after delivery of the materials. Detail specification of pump has been incorporated in the BOQ.*
7. *Tenderer has to consider all required materials (Best Quality) and labour charge for complete installation of the pump sets to make it properly functional even if some components are not mentioned in the scope of works. Bidders are requested to consider all expanses and inspect the location before submission of Bid.*
8. *Supply with fitting & fixing panel mounting open execution 25KA 415V 50Hz 4P MCCB (Ics=Icu, adjustable Ir setting 0.7) without enclosure) have to be done as directed by Dept.*
9. *Tenderer has to Supply, Fabrication, Erection, Testing commissioning of vermin and dust proof (IP-43 protection) totally enclosed cubical type compartmental floor mounting panel board of size 1700mm x 1000mm x 500mm made of 16 SWG/1.66mm thick C.R. sheet and 300mm x 30mmx5mm MS Angle having 4 nos legs at the bottom and C.R. sheet roofing on the top complete with 2 coats of Red Oxide metal primer and painting with powder coated paint. The panel board is to be erected in 1:3:6 PCC foundations including excavation Complete neatly Wiring done, with the provision for the following Electrical Accessories. Incomer 630 A 4P 50K AC 415V MCCB with D.P. Handle OUTGOING 4P MCCB 5 nos and TPN MCCB 2 Nos.*
10. *Tenderer has to Supply and laying of PVC/XLPE insulated , PVC sheathed 1.1 KV G Solid Aluminium conductor up to 10 sq mm balance stranded conductor, XLPE Insulated, cores laid up, PVC tape inner sheathed, Armour (Aluminium for single core up to 70 sq mm*

balance Aluminium strip, Galvanised for cables up to 2x10 sq mm, 3x10 sq mm, 4x6 sq mm balance all galvanised steel strip) , extruded PVC Type ST2 sheathed, 650/1100V grade as per IS 7908(Part 1) 1988 armoured U.G. cable U.G. cable laid in ground/partially in air (as required for termination over ground including excavation of cable trench up to depth of 75cm, refilling, protective brick covering, Sand cushioning etc complete handling of surplus spoil, debris et to proper place as specified and directed by the deptt.

11. *Tenderer has to Provide and fixing of rating & breaking capacity, pole MCCB with thermo magnetic release, terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.*
12. *Tenderer has to provide earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. (but without charcoal/ coke and salt) as required.*
13. Information and Instruction for bidders posted on website shall form part of bid document.
14. Tender Documents may be downloaded from Brahmaputra Board web site <https://brahmaputraboard.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in critical dates.
15. Bidder who has downloaded the tender shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited.
16. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Contractors are advised to follow the 'INSTRUCTIONS TO BIDDERS FOR e-TENDERING THROUGH CPP PORTAL' which is available with the tender document.
17. **The bidder shall have to be submit the bid online only at CPPP website / portal <https://eprocure.gov.in/eprocure/app>.** Bid can only be submitted after uploading the mandatory scanned documents such Cost of Bid in favour of Financial Adviser, Brahmaputra Board, Guwahati; EMD in favour of Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati-30 and other documents as specified.
18. Intending bidders are advised to check CPPP Portal for any Corrigendum / Amendment.
19. The hard copy / original Cost of bid and Earnest Money Deposit shall be placed in separate sealed envelopes respectively. Both the envelopes along with complete bid document shall be submitted together in another envelope with the name of the work super scribing the envelope in the O/O Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati - 30 as per the schedule given in Critical date.
20. The intending bidder must have valid digital signature to submit the bid.
21. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.
22. Contractor can upload documents in the form of PDF/JPG/other compatible format.
23. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
24. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) 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 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. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the tenderer.

25. The proceeds of the performance guarantee shall be payable to the Brahmaputra Board as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
26. The Performance guarantee deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor performance and poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of PG is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the PG.
27. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
28. The competent authority, i.e, Director, NEHARI, Brahmaputra Board, Rudreswar, Guwahati – 30 or his successor reserves the right to reject any or all bids without assigning any reason.
29. The bidder shall be responsible for safety, security and insurance including life insurance of their personnel who are engaged by the contractor / agency for the work. The bidder shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified Brahmaputra Board against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.
30. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account. The prices should be given as per the format given in price schedule/BoQ.
31. Non-conformities between the figures and words of the Quoted Prices – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below :
 - (a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected ;and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
32. Settlement of disputes:-The settlement of all the disputes of any kind arising out of this contract shall be first tried to be resolved through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per

Arbitration & Conciliation Act, 1996.

33. Contractor's responsibilities and Obligations

- (a) The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- (b) The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- (c) The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

34. Purchaser's responsibilities

- (a) The Purchaser will ensure accuracy of all information.
 - (b) The Purchaser will ensure the availability of sites for the work.
35. This office shall not be liable for any financial or any other loss occurring to bidder due to cancellation of tendering process at any stage by this office.

Director
NEHARI
Brahmaputra Board

SPECIAL CONDITIONS OF CONTRACT

1. All services shall be performed by qualified and appropriate resource.
2. The persons deployed by the Agency for the services shall not have any Police record(s)/criminal case(s) against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
3. That the persons engaged shall not be below the age as specified in labour laws.
4. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/ their misconduct and the service provider shall forthwith comply with such requirements.
5. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office.
6. The service provider has to provide Photo Identity Cards positively on commencement of the services to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately.
7. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall not be the responsibility of this office.
8. The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.
9. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
10. Escalation clause will not be accepted on any grounds during the period the contract is in force.
11. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
12. Loss of Property- The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages.

(A) Termination of Contract

For Purchaser's convenience:-

The Purchaser can terminate the contract at any time by giving a notice of 07 (seven) days

to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

For Contractor's Default:-

- (i) The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract :
 - (a) If the Contractor becomes bankrupt or insolvent
 - (b) If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - (c) If the Contractor neglects its obligations under this contract. If the contractor has furnished any false document.
- (ii) The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the Purchaser.

(B) Liquidated Damages-

If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.

The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.

For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1. Notices- Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.
2. Disputes - The decision of the Purchaser shall be final regarding the quality of services provided by the manpower provided by the agency, the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).
3. Settlement of Disputes- The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Director
NEHARI
Brahmaputra Board

STANDARD FORMS

FORM A
Financial Information

Financial Year	Total Turnover (Rs. in lakh)	Profit / Loss (Rs. in lakh)
2021-22		
2020-21		
2019-20		
2018-19		
2017-18		

Note: 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 /Shrihaving 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 -

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

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 20... . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank with Seal)

.....
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

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 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 pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
- (2) We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as 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. (Rupeesonly)
- (3) We, the said bank further undertake to pay 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
- (4) We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
- (5) We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating 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) This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- (7) We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
- (8) This guarantee shall be valid up tounless extended on demand

by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank).

(Signature of the authorized officer of the Bank with seal)

.....

Name and designation of the officer.....

Seal, name & address of the Bank and address of the Branch

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Dated

To

The Director
NEHARI
Brahmaputra Board
Rudreswar, Guwahati-30

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No :

Name of Tender/ Work:

Dear Sir,

- (1) I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work' from the web site(s) namely:
..... as per your advertisement is the above mentioned website.
- (2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- (3) The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- (4) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirety.
- (5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- (6) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including suspension from being eligible for bidding in any contract with the Purchaser for the period of time of five years.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

Signature of the Tenderer With full address & Contractor

SCHEDULE OF QUANTITIES

Name of Work: Renovation of pump house including procurement and Installation of 20 Cusec & 10 Cusec mix flow centrifugal pumps and electrical panel board along with other items at NEHARI

Sl. No	Particulars	Unit	Qty	Rate (Rs.) (Inclusive of GST, and all applicable taxes)	Amount (Rs.) (Inclusive of GST, and all applicable taxes)
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1.						
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Sl. No	Particulars	Unit	Qty	Rate (Rs.) {Inclusive of GST, and all applicable taxes}	Amount (Rs.) {Inclusive of GST, and all applicable taxes}
2.					
3.					
	Total in Figures				

	Quoted Rate in Words				
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Note: Financial Bid should be uploaded on CPP Portal in form of BOQ only. No hard copy shall be accepted.

PROFORMA-XIII

SITE VISIT REPORT

1. Name of Bidder Representative with Designation who visited the site:-.....
.....
2. Name of Bidder/Firm:-.....
3. Tender to be participated by Bidder:

.....
4. Name of Site visited with dates:-

a) On.....

b) On.....

(Please add on as required)

(Signature with designation)
Representative of the Agency/Firm

Countersigned by:

For NEHARI
(Signature with designation)

Note: Technical Bids without Proof of Site Visit will be summarily rejected