



भारतसरकार / Government of India
जलशक्तिमंत्रालय / Ministry of Jal Shakti
जलसंसाधन, नदीविकासएवंगंगासंरक्षणविभाग
Department of Water Resources,
River Development and Ganga Rejuvenation
उत्तर-पूर्वजलीयएवंसंबद्धअनुसंधानसंस्थान,
Nalbari Division,
ब्रह्मपुत्रबोर्ड, बरसरकुसी, नलबारी
Brahmaputra Board, Barsarkuchi , Nalbari-781337
<https://brahmaputraboard.gov.in/>

E-TENDER DOCUMENT

FOR

**Scientific dissemination and improvement of water Management
practices of local tribe and indigenous people of N.E -Dong Water
management practices in BTC area -Improvement of Kalanadi Dong
Irrigation system**

E-Tender No: BB/EE/NBD/Tech-78/418 Dated 07.09.2023

Estimated Cost Put to Tender: Rs. 83,71,100.00

Certified that this tender document contains 52 Pages

September, 2023

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Government of India
Ministry of Jal Shakti
Department of Water Resources,
River Development and Ganga Rejuvenation
Nalbari Division,
Brahmaputra Board, Barsarkuchi, Nalbari-781337

NIT No: BB/EE/NBD/Tch-78/ 418

Dated 07.09.2023

NOTICE INVITING e-TENDER

The Executive Engineer, Nalbari Division on behalf of Brahmaputra Board invites online Item rate (in two bid system) bids from registered, reputed, well established and financially sound Firms/ Agency/ Contractors for the work mentioned below:-

1.	Name of Work	Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system .
2.	Estimated cost	Rs. 8371100/-
3.	Earnest Money Deposit	Rs. 1.68 lakh
4.	Performance Guarantee	5 % of Contract value
5.	Completion Period	180 days.

Schedule of e-Tender/ Critical Dates

1.	Officer Inviting Tender	Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari
2.	Tender No.	NIT No: NIT No: BB/EE/NBD/Tch-78/418 date. 07.09.2023
3.	Date of commencement of downloading of Tender Documents	08.09.2023 from 14.00 hrs
4.	Last Date & Time for online submission of Bids	21.09.2023 up to 14:00 hrs
5.	Last date and time of submission of original documents / hard copy of bid at office	21.09.2023 up to 16:00 hrs
6.	Date & Time of opening of Technical Bids (online)	22.09.2023 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	Executive Engineer, Nalbari Division

Sd/-

Executive Engineer

Copy to:-

1. The Chief Engineer-I, Brahmaputra Board, Basistha, Guwahati-29
2. The Superintending Engineer, Nalbari Circle, Brahmaputra Board, Nalbari
3. The Asstt. Executive Engineer, Rangia Sub Division, Brahmaputra Board, Rangia.
4. The In-charge, IT-Cell, Brahmaputra Board, Guwahati for uploading in Board's website.
5. Notice Board, Nalbari Division, Brahmaputra Board, Nalbari.

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.	Demand Draft/Pay order / Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer, Brahmaputra Board, Nalbari payable at Guwahati		
2.	Signed & scanned copy of valid Firm/ Contractor's Valid Registration Certificate with the government		
3.	Signed & scanned copy of certificates of 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, 2022 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, 2022 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)Valid Labour Linence / EPF Registration		
10.	Signed & scanned copy of the IT return filed for the last 3 (three) financial years (Years 2019-20, 2020-21, 2021-22)		
11.	Signed & scanned copy of Acceptance letter on Firm's Letter Head.		
12.	Signed & scanned copy of Affidavit under clause 4 (f) of "for E-tendering CPWD 6"		
13.	Signed & scanned copy of Tender document.		
14.	Signed & scanned copy of duly countersigned SITE VISIT REPORT for this work.		
15.	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 21.09.2023 on behalf of Brahmaputra Board from registered, reputed, well established and financially sound contractors / firms/ agencies for **“Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system”**
2. The enlistment of the contractors 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 contractor should be valid on the original date of submission of bids.
3. The work is estimated to cost **Rs. 8371100.00**. 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. 33.49 lakh)** of the estimate cost put to tender or two similar work each of value not less than the amount equal to **60%(Rs. 50.23 lakh)** of the estimated cost put to tender or one similar work of value not less than the amount equal to **80%(Rs. 66.97 lakh)** of the estimated cost put to tender in last 7 years ending last date of submission of bids.

Similar works shall mean - **“flow irrigation works & construction of spillway, /outlet and culvert”**

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. 41.86 Lakh)** of the estimated cost put to tender during the last three years ending 31st March, 2023 in Form A duly certified / verified by Chartered Accountant (Years 2020-21, 2021-22 and 2022-23)
- (c) The bidder should submit Profit & Loss statement of last five years ending 31st March, 2023 in Form A duly certified / verified by Chartered Accountant (Years 2018-19, 2019-20, 2020-21, 2021-22, 2022-23). The bidder should not have incurred any loss in more than two years during the last five years ending 31st March, 2023.
- (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 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) Contractor should have submitted valid labour license
- (vii) EMD
- (viii) SITE VISIT REPORT duly countersigned by official (EE/AEE) of Nalbari Division for this work
- (ix) 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 **180(one hundred eighty) 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. **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 **Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari** payable at Nalbari for **Rs. 1.68 lakh** (Rupees one lakh sixty eight 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.

9. 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 Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari 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) EMD
- (iii) Bank Solvency
- (iv) Affidavit, etc.
- (v) SITE VISIT REPORT duly countersigned by official (EE/AEE) of Nalbari Division for this work

10. 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.

11. The bidder, whose tender is accepted, will be required to furnish performance guarantee of **5% (five 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).

The successful bidder shall furnish performance security / guarantee deposit at the rate of 5% 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 Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari payable at Nalbari or as per requirement of the department. Performance security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

12. Intending Bidders are advised to inspect and examine the site and its surroundings, scope of work and satisfy themselves before submitting their bids as to the nature of the river and its surroundings, ground and sub-soil (so far as impracticable), 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.
13. The competent authority of Brahmaputra Board does not bind itself 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.

Executive Engineer
Nalbari Division
Brahmaputra Board

CPWD -7/8
GOVERNMENT OF INDIA: NALBARI DIVISION: BRAHMAPUTRA BOARD

(A) Tender for the work of -“ **Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system ”**

- (i) **To be uploaded by** 14:00 hours on 21.09.2023 at <https://eprocure.gov.in/eprocure/app>.
- (ii) **To be opened online** in presence of tenderers who may be present 14:00 hours on 22.09.2023 in the office of Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari

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. 1.68 lakh** 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 Form7/8 as amended from time to time.

Name of work: - Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system

(i)	Estimated cost of work	Rs. 8371100/-
(ii)	Earnest Money	Rs. 168000/-
(iii)	Performance Guarantee	5% of contract value

SCHEDULE ‘F’

	General Rules & Directions:	
	Officer inviting tender	Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari
	Definitions:	
2(v)	Engineer-in-Charge	Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari
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	SoR of irrigation Department, Assam for the year 2017-18
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	Chief Engineer-I, 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	180 (one hundred eighty) 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 Model Tray/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, agency or firm or company, 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 Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari, , 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 thereto issued up to the date of receipt of the tender.
 - (m) Department means Brahmaputra Board or any department of Government of India which invites tenders on behalf of Brahmaputra 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, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
 - (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 there to.
 - 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 be 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 all requisite supporting documents.

All supporting documents in terms of payment of Forest Royalty, 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 take necessary permission from concerned department of Govt. of Assam, or from other Authority for if any required.
26. The bidder shall at his own cost arrange all persons (required for execution of the works as per item mentioned in the BOQ). The bidder should quote rates keeping in mind these provisions.
27. The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the Purchaser.
28. 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.

Executive Engineer,
Nalbari Division,
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 EMD as applicable and enter details of the instrument.
4. Bidder should prepare the 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

The Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari invites the tenders from registered, reputed, well established and financially sound contractors / firms for **"Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system"**

1. The period of completion shall be **180(one hundred eighty) days**.
2. Details of works are provided in the Schedule of quantities.
3. 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.
4. Place of work is the Existing Dong Irrigation of Kalanadi river is situated near Indo-Bhutan border at village No. 1 Sagunbahi which is about 26.00 km towards north of **Bhergaon** town under **Bhergaon** Development Block in **Udalguri** District of Bodoland Territorial Council, in the State of **Assam** as per the scope of work.
5. The bidder has to diligently complete the items of works prescribed in the BoQ/schedule of work to the complete satisfaction of the department.
6. The bidder has his own cost will deploy road professionals as and when necessary during alignment and other allied works during the construction of Road.
7. The raw materials proposed for utilizing in the work shall have to be as per specification and to the complete satisfaction of the Engineer-in charge or his representative.

8. Engineer-in charge or his representative will carry out random checks at the contractor's cost to inspect the quality and specifications of the raw materials and other equipment, etc brought by the contractor for his work. In case of any dissatisfaction on the quality and specifications, the contractor will replace the same at his own cost without any extra charge.
9. The bidder shall at his own cost arrange all persons (Surveyors, scientist, computer operator, helper, labourers etc), construction equipment, survey equipment, software, facilitate construction of temporary benchmark, camp facilities and equipments, computer with printer, projector, specialized drawing printer & plotter, stationeries etc including items prescribed in the BoQ/ schedule of work for carrying out the survey. The bidder should quote his rates keeping in mind these provisions.
10. And other all items as specified in the BOQ.
11. The successful bidder shall have to submit to work plan after receipt of Letter of acceptance (LOA)/ Letter of commencement of work.
12. During the execution of the works JE/AEE/Executive Engineer or equivalent officials may also accompany for inspection. Necessary arrangements for such visits shall be made by the bidder.
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 EMD in favour of Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari-781337 and other documents as specified.
18. Intending bidders are advised to check CPPP Portal for any Corrigendum/Amendment.
19. The hard copy / original 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 Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari-781337 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 5% (five 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, Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari-781337 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.

Executive Engineer,
Nalbari Division,
Brahmaputra Board, Nalbari-781337

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 fulfillment 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 its 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 Act1996.

Executive Engineer,
Nalbari Division,
Brahmaputra Board, Nalbari-781337

STANDARD FORMS

FORM A Financial Information

Financial Year	Total Turnover (Rs. in lakh)	Profit / Loss (Rs. in lakh)
2022-23		
2021-22		
2020-21		
2019-20		
2018-19		

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.

FORM – C
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING
PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDER

S.No	Name of work/ project and location	Owner or sponsoring organization	Cost of work in 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	Whether the work was done on back to back basis Yes/No
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 – D
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:
 - (a) Whether case of levy of compensation for delay has been decided or not.
Yes/No.
 - (b) If decided, amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any:
9. Performance Report.
 - (1) Quality of work : Outstanding/Very Good/Good/Poor
 - (2) Financial soundness : Outstanding/Very Good/Good/Poor
 - (3) Technical Proficiency : Outstanding/Very Good/Good/Poor
 - (4) Resourcefulness : Outstanding/Very Good/Good/Poor
 - (5) General Behaviour : Outstanding/Very Good/Good/Poor

Dated:
Equivalent.

Executive Engineer or

FORM - E 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. Has the bidder, or any constituent partner in case of partnership firm, limited company/joint ventures, ever been convicted by the court of law? If so, give details
8. In which field of Civil Engineering construction the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

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

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (herein after called "the Bank") are bound unto (Name and division of Executive Engineer) (herein after 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 substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him 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 (herein after called "the said Contractor(s)") for the work..... (herein after 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 not withstanding 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, (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 Executive Engineer
Nalbari Division
Brahmaputra Board
Nalbari

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/ organization 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

INTEGRITY PACT

.....
.....
.....

Sub; NIT No. **BB/EE/NBD/Tech-78/2021-22/418** dated.07.09.2023 for the work “Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system”

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.

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.

Yours faithfully

Executive Engineer,
Nalbari Division,
Brahmaputra Board, Nalbari-781337

INTEGRITY PACT

To

Executive Engineer,
Nalbari Division,
Brahmaputra Board, Nalbari-781337

Sub: Submission of Tender for the Work

Sub: NIT No. **BB/EE/NBD/Tech-78/2021-22/418** dated.07.09.2023 for the work "Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system"

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 bidder)

**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 2023

BETWEEN

Chairman, Brahmaputra Board represented through the Executive Engineer, Nalbari Division, Brahmaputra Board, Nalbari (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 **S** the Principal / Owner has floated the Tender (NIT No. **BB/EE/NBD/Tech-78/2021-22/418** **dated. 07.09.2023**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure contract for "Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system"
)." And (Name of work) 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.
3. 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 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) **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.
- 3) **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.

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)

BRIEF DESCRIPTION ON BACKGROUND AND DEMOGRAPHY

The Existing Dong Irrigation of Kalanadi river is situated near Indo-Bhutan border at village No. 1 Sagunbahi which is about 26.00 km towards north of **Bhergaon** town under **Bhergaon** Development Block in **Udalguri** District of Bodoland Territorial Council, in the State of **Assam**. There is a perennial river named "Kalanadi" originating from foot hills of Bhutan flowing from North to South. The river after crossing the international border enters into the **Khaling Duar reserve** forest for a length of about 4.00 KM before entering cultivable area. The river finally falls into the Nonai River. Nature of the river is shallow, flashy having boulder & gravel river bed with steep bed slope. The minimum and maximum discharge is 2.00 Cumecs & 70.00 Cumecs respectively. The cultivators in the locality are very poor, hard working and they used to irrigate their crops by providing an obstruction to the flow of the said river by means of locally available boulder, tree branches, bushes and bamboo every year and takes water for their crops with the help of existing dongs. But often their collective efforts are gone in vain as flashy flood water washed away their obstruction. There is an existing network of dongs off taking from the river constructed by digging the earth have since been used by the cultivators of about 25 Nos of villages & a numbers of Tea gardens. The benefitted villages are situated within 10.00 KM from Indo-Bhutan international border. The existing system was initiated by the **Kalanadi Bahumukhi dong committee** in 1962 as stated by the villagers. At present there are 25 Sub dong committee (ie, Water Users Association) functioning for amicable distribution of water in a roster system.

The Kalanadi Dong System comprises of two dong system (1) Nonaikhas dong system which is at the right side of bank of river with 17 Km canal network (2) Sagunbahi dong system which is at the left side of river with 7 Km canal network.

The major problems presently faced by the users, the remedy of which is sought by the dong committee .

The existing system requires frequent repairing of the dong as there is no control over the entry of water.

- a) The existing system requires frequent repairing of the dong as there is no control over the entry of water.
- b) Acute shortage of water during lean period. At present the users somehow take water following the roster framed by the sub-dong committees which fail to mitigate their demand.

- c) The loss of water due to seepage during flow through the dong as a result the dong becomes dry after running some distance and cannot supply water to the cultivators at the downstream reaches of the dong.

SCOPE OF BID: The Brahmaputra Board invites Bids from CPSU/SPSU, Specialized Agency/Firm or Institution to be Carried out the work of Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system

the following provisions will be carried out the work for increasing the efficiency and output of the dong system with minimum technological intervention on pilot basis for redressing their problem .

1. Spillway at Ch. 1230m of Feeder Canal.
2. Canal regulator for off-take of Branch dongs from main dong.
3. Earth work in canal marginal bund
4. Village Road crossing culvert = 4 Nos
5. Cattle crossing Culvert = 5 Nos
6. Canal outlet = 25 Nos.
7. Protection work at Breach portion of canals
8. Temporary Approach Road leading to work site

Executive Engineer,
Nalbari Division,
Brahmaputra Board, Nalbari-781337

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: For the work **“Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system”** vide Tender No. **BB/EE/NBD/Tech-78/2021-22/418** dated.07.09.2023

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 Nalbari Division
Signature with Designation

Note: Technical bids without proof of site Visit will be summarily rejected.

SCHEUDULE OF ABSTRACT OF QUANTITIES

Name of Work: Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system

Sl. No	Particulars	Unit	Qty	Rate (Rs.) (Inclusive of GST, and all applicable taxes)	Amount (Rs.) (Inclusive of GST, and all applicable taxes)
1	Construction of Spillway				
2	Village road crossing culvert				
3	Construction of Cattle crossing culvert				
4	Construction of canal out-let				
5	Protection work at Breach portion of canal				
6	Improvement of Approach Road				
	Total in Figures				
	Quoted Rate in Words				



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

SCHEUDULE OF QUANTITIES

Name of Work: Scientific dissemination and improvement of water Management practices of local tribe and indigenous people of N.E -Dong Water management practices in BTC area -Improvement of Kalanadi Dong Irrigation system

Sl. No	Particulars	Unit	Qty	Rate (Rs.) (Inclusive of GST, and all applicable taxes)	Amount (Rs.) (Inclusive of GST, and all applicable taxes)
1	Construction of Spillway of Kalanadi dong Irrigation Scheme.				
1.001	Earth work in excavation in foundation of head work in all type soil as per design and drawing including dressing the foundation shoring etc. removing the surplus spoils by head lead to safe distance from the working place and depositing the required spoils in uniform layers dressing, watering, breaking clods not more than 10mm cube with compensation, complete as directed at site.(Including bailing out stagnant rain water where necessary). All types of soil (except soils mixed with gravel & boulder) without dewatering Excavation up to RL 96.50M less for river section	cum	242.36		
1.002	Earth work in excavation in foundation of head work in all type soil as per design and drawing including dressing the foundation shoring etc. removing the surplus spoils by head lead to safe distance from the working place and depositing the required spoils in uniform layers dressing, watering, breaking clods not more than 10mm cube with compensation, complete as directed at site.(Including bailing out stagnant rain water where necessary). All types of soil (except soils mixed with gravel & boulder) with dewatering Up to RL 183.00 M	cum	272.49		
1.003	Cement concrete work in prop. 1:3:6 with aggregate of size 13 mm to 38 mm free from dust, dirt & other foreign materials, including rodding/vibrating bailing out of water where necessary & curing with supplying of materials complete as directed. (Temporary arrangement for obtaining clean water should be made at site) a) River shingles. i) With Shuttering with dewatering foundation	cum	71.90		

1.004	Cement concrete work in prop. 1:3:6 with aggregate of size 13 mm to 38 mm free from dust, dirt & other foreign materials, including rodding/vibrating bailing out of water where necessary & curing with supplying of materials complete as directed. (Temporary arrangement for obtaining clean water should be made at site) a) River shingles. i) ii) Without Shuttering with dewatering under sluice including divide wall	cum	56.50		
1.005	Cement concrete work in prop. 1:3:6 with aggregate of size 13 mm to 38 mm free from dust, dirt & other foreign materials, including rodding/vibrating bailing out of water where necessary & curing with supplying of materials complete as directed. (Temporary arrangement for obtaining clean water should be made at site) a) River shingles. i) iii) With Shuttering without Dewatering	cum	52.82		
1.006	Cement concrete work in prop. 1:2:4 with aggregate of size 6 mm to 20 mm free from dust, dirt & other foreign materials, including rodding/vibrating bailing out of water where necessary & curing with supplying of materials complete as directed. (Temporary arrangement for obtaining clean water should be made at site) a) River shingles. i) Without shuttering with dewatering	cum	9.00		
1.007	Cement concrete work in prop. 1:4:8 with aggregate of size 13 mm to 38 mm free from dust, dirt & other foreign materials, including rodding/vibrating bailing out water where necessary & curing with supplying of all materials complete as directed (Temporary arrangement for obtaining clean water should be made at site) i) With Shuttering with dewatering	cum	13.20		
1.008	Collection & supply of one man size hard Boulder of size 23 cm. to 30 cm. including loading, unloading and stacking at mesurable stacks at site not more than 1 m height including paying forest royalty, sales tax etc. including local carriage to work site. (Distance from Quarry to work site = 24 K.m.) upto 3 M complete as directed.	cum	74.5		
1.009	Labour charge for pitching with one man size Boulder including dressing and ramming the seat to proper size	cum	74.50		

	and slope pitching etc. with local carriage of Boulders from a distance of 50 M with lift upto 3 M complete as directed.				
1.01	Collection, supply and spreading of gravel including stacking at suitable places at work site free from dust, dirt and other foreign impurities paying royalty, sales Tax etc. including carrying to work site complete as directed (Hard river gravel of size 13 mm to 38 mm). (Distance from Quarry to work site = 25.00 K.M.) Collection, supply and spreading of gravel including stacking at suitable places at work site free from dust, dirt and other foreign impurities paying royalty, sales Tax etc. including carrying to work site complete as directed (Hard river gravel of size 13 mm to 38 mm). (Distance from Quarry to work site = 25.00 K.M.).	cum	38.00		
1.02	Earth work in back filling of structure obtained from out side borrow pits filling in 15cm layers, ramming, watering including paying compensation of land if any with lead upto 30 M and lift 1.50 M.	cum	448.00		
1.03	Supplying and mixing of Repidite	litre	289.00		
1.04	12 mm thick cement plastering including clearing the surface and curing etc. complete as directed.(1:3)	sqm	96.65		
2	Construction of Village Road Crossing Culvert for Improvement of Kalanadi Dong Irrigation				
2.001	Earth work in excavation in foundation of head work in all type soil as per design and drawing including dressing the foundation shoring etc. removing the surplus spoils by head lead to safe distance from the working place and depositing the required spoils in uniform layers dressing, watering, breaking clods not more than 10mm cube with compensation, complete as directed at site.(Including bailing out stagnant rain water where necessary). All types of soil (except soils mixed with gravel & boulder)	cum	243.792		
2.002	C.C.Work in Prop. 1:3:6(M-100) with aggregate of size 13 mm to 38 mm free from dirt,dust and other foreign materials, including rodding/vibrating,bailing out water where necessary & curing with supplying of all materials complete as directed.(Temporary arrangement for obtaining clean water should be made	cum	71.2		

	at site. i) Without Shuttering without dewatering				
2.003	C.C.Work in Prop. 1:3:6(M-100) with aggregate of size 13 mm to 38 mm free from dirt,dust and other foreign materials, including rodding/vibrating,bailing out water where necessary & curing with supplying of all materials complete as directed.(Temporary arrangement for obtaining clean water should be made at site. i) With Shuttering without dewatering	cum	109.52		
2.004	R.C.C. Work in Prop 1:2:4 with aggregate of size 6 mm to 20 mm free from dirt,dust, and other foreign materials with proper reinforcement as per design and drawing including rodding/vibrating curing etc. with bailing out water where necessary.Complete as directed.(Payment of reinforcement will be made separately. i) With Shuttering without dewatering	cum	25.92		
2.005	Supplying , fitting,fixing and laying of T.S. rod of all sizes in position as per design and drawing as required including cutting,cranking and making hooks with necessary lappages and tying with wire(black). Complete as directed including cost of all materials.	qntl	40.8		
2.006	12mm thick cement Plastering including clearing the surface &curing etc. Complete as directed.	sqm	207.36		
2.007	Collection and supply of one man size hard river Boulder of size 23 cm to 30 cm including loading ,unloading,stacking at site not more than 1.00 m height including paying forest royalty,sale tax etc. including local carriage to work site.(Distance=25 K.M.)	cum	62.4		
2.008	Labour Charge for pitching with one man size boulder including dressing ,ramming the seat to proper size & slpoe pitching etc. with local carriage from a distance of of 50 m with lift up to 3 m.Complete as directed.	cum	62.4		
2.009	Earth work in back filling og structure with earth obtaining from outside borrow pits, filling with 15cm layer ramming, dressing and compaction and watering including paying compensation of land, if any with lead up to 30m and lift 1.50m complete as directed.	cum	400.00		
2.01	Earthwork in all soils in canal embankment & bed filling as per designed section and grade by truck	cum	648.00		

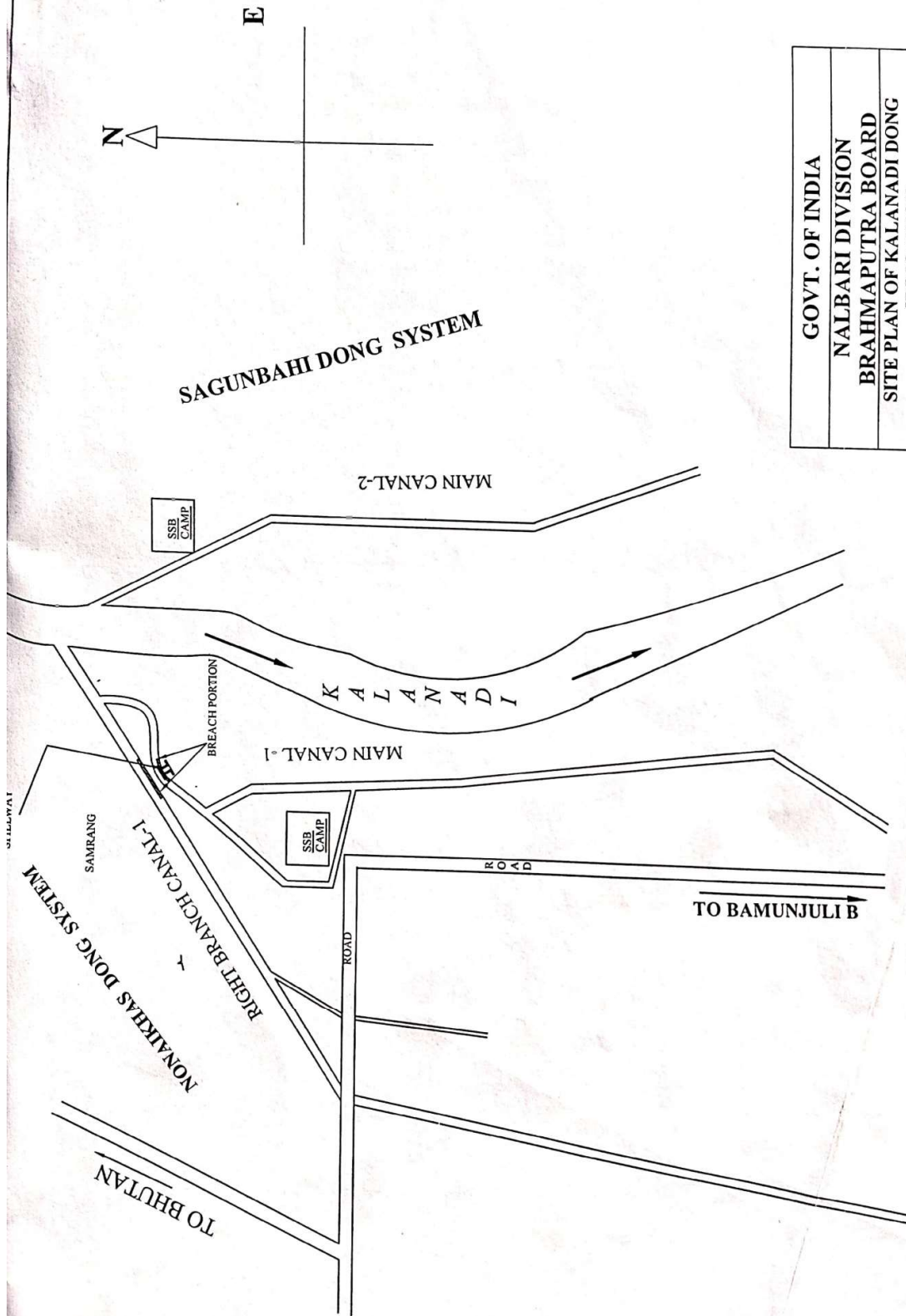
	carriage for a minimum distance of 4 KM including paying compensation of earth obtained from private, if any loading, unloading and stacking at not more than 1.00 M height and spreading the same in embankment in layers not exceeding 15 cm thick including clearing light jungles, removing trees upto 15 cm dia & uprooting roots & stumps etc. from the seat of embankment, breaking clods to not more than 10 mm cube, ramming, dressing, roughening the seat of embankment, profiling etc. with all lead and lift complete as directed.				
2.02	Collection and supply of gravel including spreading free from dust, dirt and other foreign materials, paying forest royalty, sales tax etc. at work site including stacking in measurable stacks complete as directed. (Considering average distance of 25 Km	cum	216.00		
3	Construction of Cattle Crossing Culvert for Improvement of Kalanadi Dong Irrigation (5nos)				
3.001	Earth work in excavation in foundation of canal structures in all type soil as per design and drawing including dressing the foundation shoring etc. removing the surplus spoils by head lead to safe distance from the working place and depositing the required spoils in uniform layers dressing, watering, breaking clods not more than 10mm cube with compensation, complete as directed at site.(Including bailing out stagnant rain water where necessary). All types of soil (except soils mixed with gravel & boulder)	cum	117.65		
3.002	Cement concrete work in prop.1:3:6 with aggregate of size 13mm to 38mm free from dust, dirt & other foreign materials, including rodding/ vibrating bailing out of water where necessary & curing with supplying of materials complete as directed (Temporary arrangement for obtaining clean water should be made at site) a) River shingles. i) Without Shuttering without dewatering	cum	38.55		
3.003	Cement concrete work in prop.1:3:6 with aggregate of size 13mm to 38mm free from dust, dirt & other foreign materials, including rodding/ vibrating bailing out of water where necessary & curing with supplying of materials complete as directed (Temporary	cum	51.55		

	arrangement for obtaining clean water should be made at site) a) River shingles. i) With Shuttering without dewatering				
3.004	R.C.C. work in prop. 1:2:4 with aggregate of size 6 mm to 20 mm free from dust, dirt and other foreign materials with proper reinforcement as design and drawing including rodding/vibrating, curing etc. with bailing out water necessary complete as directed. (Payment of reinforcement will be made separately) i) With Shuttering without dewatering	cum	7.9		
3.005	Supplying fitting fixing including laying reinforcement bar in position in R.C.C work including cutting bending cracking with two piles 90mm annealed wire hooking tying complete as directed.	qntl	11.7		
3.006	12mm thick cement Plastering including clearing the surface &curing etc. Complete as directed.	sqm	140.7		
3.007	Collection & supply of one man size hard Boulder of size 23 cm. to 30 cm. including loading, unloading and stacking at measurable stacks at site not more than 1 m height including paying forest royalty, sales tax etc. including local carriage to work site. (Distance from Quarry to work site = 25 K.m	cum	73.5		
3.008	Labour charge for pitching with one man size Boulder including dressing and ramming the seat to proper size and slope pitching etc. with local carriage of Boulders from a distance of 50 M with lift upto 3 M complete as directed.	cum	73.5		
3.009	Earth work in back filling of structure with earth obtained from outside borrow pits, filling with 15cm layer ramming, dressing and compaction and watering including paying compensation of land, if any with lead up to 30m and lift 1.50m complete as directed.	cum	250.00		
3.01	Earthwork in all soils in canal embankment & bed filling as per designed section and grade by truck carriage for a minimum distance of 4 KM including paying compensation of earth obtained from private, if any loading, unloading and stacking at not more than 1.00 M height and spreading the same in embankment in layers not exceeding 15 cm thick including clearing light jungles, removing trees upto 15 cm dia & uprooting roots & stumps etc. from the seat of	cum	324.00		

	embankment, breaking clods to not more than 10 mm cube, ramming, dressing, roughening the seat of embankment, profiling etc. with all lead and lift complete as directed.				
4	Providing outlet with R.C.C. Hume Pipe of 15 cm dia including supplying, fitting, fixing and laying in position with collar joints as per drawing and design and making a chamber in D/S with P.C.C in prpp 1:3:6 including plastering in exposed portion as directed by the depts. Complete.	nos	25		
5	PROTECTION WORK AT BREACH PORTION OF RIGHT CANAL				
5.001	Collection & supply of one man size hard Boulder of size 23 cm. to 30 cm. including loading, unloading and stacking at measurable stacks at site not more than 1 m height including paying forest royalty, sales tax etc. including local carriage to work site. (Distance from Quarry to work site = 25 K.m.)	cum	326.04		
5.002	Construction of 2.00Mx1.00M rectangular boulder sausage including supplying of materials with 25cm to 30cm size boulders collecting from a lead of 25 KM encased in 15cm mesh of 8G hexagonal wire netting and filling the voids between the boulders with stone not exceeding 18 cm in size tied with 8G galvanized tying wire at 30 cm apart, laid in position as directed including necessary local carriage of materials, paying necessary forest royalty including providing 1 (one) no. of jati bamboo horizontal runner along the top of the sausage with vertical bhaluka bamboo post 1.20 M apart driven at least 0.60 M below ground and tying with sausage etc. all complete as directed. With river boulder	rm	160.00		
5.003	-Labour charge for pitching with one man size Boulder including dressing and ramming the seat to proper size and slope pitching etc. with local carriage of Boulders from a distance of 50 M with lift upto 3 M complete as directed.	cum	326.04		
6	improvement of existing approach road leading to work site of spillway				
6.001	Cutting jungles and trees upto 50 cm girth including uprooting roots and stumps and removing them from site of work etc, complete as directed	sqm	5100.00		
6.002	Collection and supply including spreading of sand mixed gravel contains 40% of sand and 60% of river	cum	432.00		

	gravel of size 13 mm to 38 mm free from all foreign materials including carriage from quarry to the work site loading, unloading and stacking in measurable stacks as directed by the department (Including paying of forest royalty and sales tax etc.) distance=25 K.M for road				
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Note: Financial Bid should be uploaded on CPP Portal in form of BOQ only. No hard copy shall be accepted.



GOVT. OF INDIA	
NALBARI DIVISION	
BRAHMAPUTRA BOARD	
SITE PLAN OF KALANADI DONG	
IRRIGATION	
DRAWN BY:-	SUBMITTED BY:- EXECUTIVE ENGINEER, NALBARI DIVISION

SCALE : NOT TO SCALE