

भाखड़ा ब्यास प्रबन्ध बोर्ड

(पावर विंग)

निविदा संख्या- 01/2018-19 के

प्रति निविदा जारी करने की तिथि - 19/06/2018

कार्य का नाम:- **Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI**

निविदा की फीस:- 8550/- रुपये

( Including GST GSTExtra)

फर्म का नाम:-

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.....

.....

**BHAKRA BEAS MANAGEMENT BOARD (P.W.)**  
**TENDER NOTICE**

1. Scope of Tender: **Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI .**
2. Tender Reference: **NIT No. 01/2018-19 BBMB BHIWANI dt. 19-06-2018**
3. Due date/time for submission of offer **18-07-2018** up to 03.00 PM
4. Earnest Money Deposit: **Rs. 8550/-**
5. Estimated cost **Rs. 8.53 Lacs**

The detailed N.I.T. may be downloaded from B.B.M.B.Website  
[www.bhakra.gov.in](http://www.bhakra.gov.in).

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी भिवानी

## BHAKRA BEAS MANAGEMENT BOARD

### TENDER NOTICE

- |    |   |   |   |
|----|---|---|---|
| 1) | No. & Date of Tender:                         | NIT No.01/2018-19<br>Date- <b>19.06.2018</b>  |   |
| 2) | Name of the concerned office:                 | Sr. Executive Engineer<br>O&M Division, BBMB, Bhiwani.  |   |
| 3) | Name of work                                  | Providing and laying 100 mm thick<br>uniformly horizontal layer having 20-40 mm<br>gravel size in 132 KV Switch Yard at 400 KV,<br>BBMB SUB STATION BHIWANI |   |
| 4) | Approx. cost of work:                         | Rs 8.53 lacs.   |   |
| 5) | Earnest money                                 | Rs 8550/-   |   |
| 6) | Last date of receipt & opening<br>of tender : | <u>Receipt</u><br><b>18.07.2018</b><br>up to 03.00PM  | <u>Opening tender</u><br><b>18.07.2018</b><br>At 03.30 PM |

The detailed N.I.T. may be downloaded from B.B.M.B. Website [www.bhakra.gov.in](http://www.bhakra.gov.in). The firm who downloads and submits the Tender, will have to pay Rs. 1000/- each for the works towards the cost of the tenders at the time of submission the Tender.

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बीबीएमबी भिवानी

## **Bhakra Beas Management Board (PW)**

### **Notice Inviting Tender No. 01 /2018-19 Dated 19/06/2018**

Sealed tenders are invited on behalf of BBMB for the following works at **400 KV Sub station BBMB Bhiwani** from appropriate class of approved contractors enlisted with state Electricity Board, CPWD, PWD, Railways, MES and Corporations ,on single percentage basis at above/ below rates of **Pb. CSR-2010** read with all correction slips up to date of opening of tender and on item rate basis for non scheduled items.

The tenders will be received in the office of Sr. Executive Engineer, Operation & Maintenance Division BBMB Bhiwani up to 3.00 P.M. on **18.07.2018** and will be opened at 3.30 PM. On the same date in the presence of contractors or their authorized representatives who will be present at that time. If the date of opening the tender happens to be holiday, the same will be opened on the next working day.

The terms and conditions along with schedule of quantities of the Tender can be had from the office of Sr. Executive Engineer, O&M Division BBMB Bhiwani on cash payment of Rs. 1000/- (Rs. One thousand only ) on any working day and up to 1.00 noon on **18.07.2018**. However the tender form can also be downloaded from the BBMB website [www.bhakra.gov.in](http://www.bhakra.gov.in). Such tender form will only be accepted along with the cost of tender form (Rs. 1000/-). No Tender from any firm /contractor will be entertained without purchase of the documents/ tender cost, earnest money and not quoted in accordance with the instruction contained therein. The earnest money should be in the shape of demand draft in favour of Sr. Accounts Officer BBMB , Delhi or Cash:-

Sr. No.	Description of work	Approx. Cost ( In Lacs )	Earnest Money	Completion period	Tender Cost (Rs.)
1	Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI .	8.53	8550/-	Two months	1000/-

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी भिवानी

## भाखड़ा ब्यास प्रबन्ध बोर्ड (पावर विंग)

### निविदा आमंत्रण सूचना- 01/2018-19 दिनांक- 19/06/2018

सील बन्द निविदा अनुभवी एवं प्रतिष्ठित ठेकेदार से जो सी0पी0डबल्यू, डी0पी0डबल्यू, रेलवे, बिजली बोर्ड तथा एम ई एस में पंजीकृत तथा निम्नलिखित योग्यता रखते हों, से नीचे दर्शाये गये कार्य को 400 केवी उपकेन्द्र, बीबीएमबी भिवानी में पंजाबसीएसआर 2010 के अनुसार कार्य करने हेतु आमंत्रित की जाती हैं ।

निविदा वरिष्ठ कार्यकारी अभियन्ता परिचालन एवं अनुरक्षण मण्डल, बीबीएमबी भिवानी के कार्यालय से दिनांक 18.07.2018 को अपरान्ह 03:00 बजे तक प्राप्त की जायेगी एवं उसी दिन अपरांह 03:30 बजे उपस्थित निविदाकार या उनके द्वारा अधिकृत प्रतिनिधियों (जो उपस्थित होंगे) के समक्ष खोली जायेंगी । निविदाये प्राप्ति एवं खोलने की तिथि को राजकीय अवकाश धोषित हो जाने पर निविदा अग्रिम कार्य दिवस को प्राप्त की जायेंगी ।

निविदा के नियम,शर्त एवं सूची मात्रा वरिष्ठ कार्यकारी अभियन्ता परिचालन एवं अनुरक्षण मण्डल, बीबीएमबी भिवानी के कार्यालय से निविदाकारों द्वारा किसी भी कार्य दिवस को निविदा खोलने की तिथि 18.07.2018 को अपरान्ह 03:00 बजे तक मात्र 1000/- (निविदा शुल्क) के डिमाण्ड ड्राफ्ट द्वारा प्राप्त किये जा सकते हैं । निविदा दस्तावेजों को बीबीएमबी वेबसाईट [WWW.bbmb.gov.in](http://WWW.bbmb.gov.in) से भी लिया जा सकता है । यह निविदा भी स्वीकार्य होंगी यदि निविदा शुल्क की राशि का डिमाण्ड ड्राफ्ट द्वारा भुगतान किया हो अथवा निविदा देते समय वरिष्ठ लेखाधिकारी, बीबीएमबी, दिल्ली को देय डिमांड ड्राफ्ट लगाया हो । कोई भी निविदा बिना निविदा दस्तावेज की खरीद, धरोहर राशि एवं बिना हिदायतों के अनुरूपता, स्वीकार्य नहीं होगी । धरोहर राशि वरिष्ठ लेखाधिकारी, बीबीएमबी, दिल्ली के पक्ष में डिमांड ड्राफ्ट के रूप में निविदा देते समय जमा करनी होगी ।

क्रम संख्या	कार्य का नाम	अनुमानित लागत लाखों में	धरोहर राशि (रूपये में)	सामान की आपूर्ति अवधि	निविदा शुल्क (रूपये में)
1.	Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI	8.53	8550/-	Two months	1000/-

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी भिवानी

## भाखड़ा ब्यास प्रबन्ध बोर्ड (विधुत शाखा)

निविदा प्राधिकार :

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी, भिवानी

1. निविदा का कार्य क्षेत्र : **Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI .**
2. निविदा संदर्भ क्रमांक: 01/2018-19 दिनांक- 19-06-2018
1. निविदा जारी करने की अंतिम तिथि: 18-07-2018 दोपहर 03:00 बजे तक
2. निविदा प्रस्तुत करने की देय तिथि व समय : 18-07-2018 दोपहर 03:00 बजे तक
3. निविदा खोलने की तिथि व समय: 18/07//2018 दोपहर 03:30 बजे तक
4. निविदा फीस: रूपये 1000/- ( GST Extra)
5. धरोहर राशि: रूपये 8550/-
6. पत्र व्यवहार के लिये पता वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी, भिवानी
7. निविदा विवरणी वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी, भिवानी में उपलब्ध है ।
8. वेबसाईट पर डालने की तिथि -
9. वेबसाईट से उतारने की तिथि -
10. कैटेगरी - सिविल

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी भिवानी

## भाखड़ा ब्यास प्रबन्ध बोर्ड (विधुत शाखा)

1. निविदा का कार्य क्षेत्र -	<b>Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI .</b>	
11. निविदा संदर्भ -	01/2018-19 दिनांक 19-06-2018	
2. निविदा प्राप्त करने का समय/ तिथि -	18/07/2018 दोपहर 03:00 बजे तक	
3. धरोहर राशि -	रूपये 8550/-	
4. अनुमानित लागत	- रूपये 8.53 लाख	
5. निविदा प्राप्त एवं खोलने की अतिम तिथि-	प्राप्त की तिथि	खोलने की तिथि
	18/07/2018	18/07/2018
	3:00 PM	3:30PM

निविदा का विस्तृत विवरण बीबीएमबी वेबसाईट [WWW.bbmb.gov.in](http://WWW.bbmb.gov.in) पर उपलब्ध है ।

वरिष्ठ कार्यकारी अभियन्ता  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी भिवानी

Name of Contractor: -----  
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Name of work **Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI Bhakra Beas Management Board**

(Form –F-1)

Percentage rate tender

AND

Contractors work

#### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1.

- (A) All work proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hang up in the office and signed by the Executive Engineer.
- (B) This form will state the work to be carried out, as well as the date for submitting and opening of the tender and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentage, if any to be deducted from bills. Copies of the Specifications, designs and drawings Pb. Schedule of rates- 2010 and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so

3. Any person who submits a tender shall fill up the usual printed form, stating at how much percentage above or below the rates specified in Rule –I, he is willing to undertake the work. Only one rate of percentage more or less on the Pb. Schedule of rates 2010 shall be named. Tender which purposes any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender will have the name and number of the work to which they refer written outside the envelope.



4. The Executive Engineer or his duly authorized assistant will open tender in presence of any intending contractors or their authorized agents who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of tender being accepted a receipt for the earnest money forwarded there with shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
5. The Executive Engineer shall have the right of rejecting all or any of the tenders.
6. The department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as firm, unless receipts are signed by all the partners or one of the partners, or some other person produce written authority enabling him to give effectual receipt on behalf of the firm.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of such payments to the Executive Engineer and the contractor shall be responsible for seeing that he procure receipt signed by the Executive Engineer/ Sr. Accounts Officer.
8. The Memorandum of work tendered for and the memorandum of materials to be Supplied by the BBMB and their issued rates, shall be filled in and completed in the office of the Executive Engineer before the tender form is issued, If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

Contractor

Witness

Sr. Executive Engineer.  
O&M Divn. -Bhiwani

- 1.
- 2.

I/We hereby tender for the execution for the BBMB hereinafter referred to as Board of the work specified in the under-written Memorandum within the same specified in such memorandum at.....percent below/above the rates entered in the estimate/ Pb. Schedule Of rates 2010 mentioned in Rule-I and in accordance in all respects with the specifications, drawing and instructions in writing referred to in Rule-I hereof and in Clause-II of the annexed Condition and with such material as are provided for and by in all other respects in accordance with such conditions so far as applicable.

## MEMORANDUM

(a) General Description	Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI	If several sub-works are included they should be detailed in separate list.
(b) Estimated cost	Rs. 8.53 Lacs	Variation 1 to 10% of the estimated cost of the work will be according to the requirements of the case.
(c) Earnest money	Rs. 8550/-	c) This percentage where the security deposit is taken will vary from 5% to 10% the requirement of the case here security deposit is taken. See note to clause 1 of the condition of contractor
(d) Percentage, if any to be deducted from bills	10%	
(e) Time allowed for the work from the date of written order of commencement of contract	<b>Two</b> months	

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

Shall this tender I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed here so far as applicable or in default thereof to forfeit and pay to the Board or its successors in office the sum of money mentioned in the said conditions.

The sum of Rs.....deposited vide BBMB (Give Particulars and numbers) Receipt Number..... dated..... as earnest Strike out, if money the full value of which is to be absolutely no cash security forfeited to the Board or its successors in office, deposited is to be without prejudice to any other rights or remedies of taken. the said Board or its successors in office, should I/we shall fail to commence the work specified in the memorandum Shrike out if otherwise the said sum of Rs.....shall be retained by the Board any cash on account of security deposit specified in clause 1-B of the said security conditions of contract.deposit is taken.

Dated:	Signature of contractor before submission of tender	Signature of witness to Contractors signature.
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Witness

Address .

Occupation

The above tender is hereby accepted by me on behalf of BBMB

Dated	Signature of the Officer by whom accepted Sr. Executive Engineer O&M Divn BBMB Bhiwani
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Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

## SECTION I TENDERING & CONTRACT AGREEMENT

### 1.1 SUBMISSION OF TENDERS :

Notwithstanding anything contained to the contrary in the specification of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation expressed or implied however made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contract shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract here in contained.

The following instructions must be carefully observed by all Tenderers. Quotations / Tenders not strictly in accordance with these instructions will be liable to be rejected. Failure to comply with any of these instructions or to offer explanation for noncompliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer :

- i. The tender must be complete in all respect.
- ii. Tenders Shall be submitted in duplicate, and copies shall be separately tagged and clearly marked as original, duplicate, as the case may be.
- iii. Conditional tenders, telegraphic through telefax, fax, tenders not to prescribed forms or tenders without earnest money in the required shape shall not be accepted.
- iv. The tender shall be sent in two separate envelope one envelope containing the main tender, (all copies) and the other containing the earnest money. While opening the tenders the envelope containing earnest money shall be opened first and in case the deposit of the earnest money is in accordance with the terms of notice inviting tender only then the second envelope containing the tender shall be opened.
- v. Quotations/ Tenders should be enclosed in double covers both addressed to Sr. Executive Engineer, O&M Divn. BBMB Bhiwani. Both inner & outer cover shall be sealed and subscribed with tender specification No. as given on the enquiry tender notice together with the date on which the tender opening is due and the name of work.
- vi. In case contractor quotes the rates above or below on both CSR+ premium shall not be considered tender evaluation shall be done as per CSR latest amendments i.e. "The percentage tendered premium/ abatement shall be added to/ subtracted from zonal ceiling premium only. The percentage so arrived at shall be applicable to the basic rates printed in C.S.R.
- vii. The tendered should have experience in the similar job. Necessary proof/ documents in this regard for satisfactory completion of work Shall be submitted with the tender.

### 1.2 TENDERS TO BE INVALIDATED:

The tenders must be complete in all respects. Conditional, incomplete or not properly sealed tenders and tenders received late due to any reason whatsoever will be rejected.

### 1.3 INSPECTION OF SITE BY TENDERERS:

Tender should inspect the site and examine and obtain all information required and satisfy himself regarding all matters and things before submission of his tender such as:-

- i) Whether any existing access to the site is available on the highway, its suitability for transporting his equipments and the extent of maintenance required to keep it into a serviceable condition.

- ii) The type & extent of access roads to be provided by the contractor including its maintenance for the transportation of equipment.
- iii) The type and number of equipment and facilities required for the satisfactory completion of work the quantities of various sections of the work, the availability of local labour, availability and rates of material, local working conditions, extreme weather conditions, uncertainties, of weather, obstructions and hindrances that may arise etc. all which may affect the work or cost thereof.

#### 1.4 SIGNING OF THE TENDERERS

Tenders shall be signed by the owners or person holding power of attorney by him to do so. Necessary documents in support thereof should be enclosed with bid at the time of submission, failing which tender may not be considered.

#### 1.5 EARNEST MONEY

The tenderer shall be required to submit earnest money @ 1% of the tender value rounded of the multiple of Rs. 10 on the higher side subject to minimum of Rs. 5000/- and maximum of Rs. 5.00 lacs. The draft representing earnest money should be in favour of Sr. Accounts Officer, BBMB Delhi payable at Delhi.

Public sector undertaking fully owned by the Punjab Govt./ Central Govt./ other State Govt. shall be exempted from depositing earnest money. Provide that a certificate of Government ownership shall be submitted in the envelopes for earnest money.

Earnest money to the unsuccessful tenderer will be refunded within 30 days after award of contract order to the successful tenderer.

#### 1.6 TENDER TO CONFORM TO SPECIFICATIONS

Tender which proposes any alternation in the work specified in the tender specification or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection.

#### 1.7 RATES TO INCLUDE EVERY THING NECESSARY

a) Prices & rates quoted shall include cost of all material charges for labour including all leads & lifts, tools, plant, mobilizing and demobilizing equipment, consumable such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures setting out transport charges, taxes royalties, octroi for temporary/ permanent work and any local taxes or levies payable on all transactions necessary for due performance of work under this contract, quoted rates shall take into account all the above and everything also necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances.

b) The rates quoted shall take into account details of construction which are obviously & fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.

- c) Rates quoted by bidder for all items of work shall remain firm irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities and rates and upto + 10% variation in the contract price.
- d) Tenderer shall furnish %age extra/ rebate over the contract price in excess of +/- 10% variation allowed and in case tenderer does not specify the %age extra/ rebate in his offer, the quoted price shall be deemed remain unaltered for any variation beyond +/- 10% also.
- e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings issued along with the specification.
- f) The rates quoted by the bidder shall remain unaltered for the use of any type of cement such as Portland puzzolana or ordinary Portland etc. supplied by the Board.
- g) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on works.

#### 1.9 ALL CUTTING/ CORRECTIONS TO BE INITAILED:

Each page of the tender document including the schedule of quantity and bid drawings be signed & dated by tenderer in ink as a taken of his having examined the same. Any correction in the rates quoted in the scheduled of the quantities shall also be signed with date by tenderer before submitting the tender. All corrections & additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

#### 1.10 RIGHT TO REJECT ALL OR ANY TENDER :

The officer inviting tenders/ contracting agency/ Board reserves the right to reject any or all the tenders received without assigning reasons. He will not be responsible for and will not pay for expenses or loses that may be incurred by tenderer in preparation of the tender.

#### 1.11 INCOME TAX CLEARANCE CERTIFICATE:

The bidder shall furnish attested photocopy of the latest income tax clearance certificate from the competent authority along with his tender.

#### 1.12 VALIDITY OF TENDERS :

The tenders as submitted should be valid for acceptance for at least 60 days from the date of opening of tenders, unless specified otherwise.

#### 1.13 SOLVENCY CERTIFICATE

Every tenderer shall produce along with his tender a solvency certificate, from a schedule bank. If he fails to produce such a certificate, his tender may not be considered.

#### 1.14 POST TENDER MODOFICATIONS :

No modification to bid shall be made by the bidder after opening of the bids unless specifically requested by BBMB. The earnest money of the bidder, who modifies after opening, without any specific reference from BBMB shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealing/ blacklisting.

#### 1.15 OCTROI AND OTHER DUTIES :

As per clause 1.7 (a)

#### 1.16 PLANT & EQUIPMENT

i) The contractor, shall at his own expense supply all tools, plant & equipment (hereinafter referred to as T&P) required for the Execution of the contract other than those listed in tender documents/ contract agreement which subject to their availability may be hired from BBMB to the contractor or issue free for use in execution of the work as specified in the tender documents.

ii) The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted along with relevant information on the capability, financial resources and experience about himself.

#### 1.17 SPLITTING OF WORK :

The BBMB reserves the right to split up any %age of the work in the scope of this contract among more than one contractor during the progress of work due to unsatisfactory progress of work of the contractor. (The provision of reverse the right to split the work at the initial stage of award can be incorporated in specific case where relevant, with the approval of the component authority). The BBMB will not entertain any claim from any contractor as a result of such splitting up. The BBMB also reserve the right to exclude/ include any items of work from / into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labour T&P & materials at the contractor's cost at any stage of work, if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

#### 1.18 BID/CONSTRUCTION DRAWINGS :

The list of drawings given in the tender documents are intended only to convey to the tenderer a general of the type & extent of work involved. As such they are indicative for the tender purpose only. The construction drawings shall be issued to the contractor progressively after award of contract to suit work/ project priorities. The construction designs can also be revised due to any reason whatsoever before execution of that part of the work. No claim will be entertained from the contractor for any such revision if the construction drawings are at variance from those issued for tender purposes and also due to any revision of the construction drawings issued before execution of that part of the work.

#### 1.19 SIGNING OF CONTRACT:

In the event of tender being accepted an intimation shall be given to the contractor, who shall thereupon attend office of Accepting Officer to sign copies of the specification and other documents and to execute the contract agreement within specified date of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

## Schedule C

### SECTION : II : GENERAL CONDITIONS OF CONTRACT

#### 2.1 SCOPE OF CONTRACT :

The contract comprises the planning, erection and maintenance of the work and except, in as far as contract otherwise provides the provision of all labour, material, supervision, storage, constructional plant, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and every thing whether of a temporary or permanent nature required and for such construction, erection, completion maintenance and handing over of the works except items specified to be furnished by the purchaser or others, all in accordance with the stipulations laid down in the contract and additional drawings as may be provided by the Engineer-in-Charge during execution of the works.

Even though all the work and materials necessary to satisfactory completion of the works may not be detailed in the specifications and schedules, their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which the consequential changes in price shall mutually agreed between the owner and the contractor.

#### 2.2 SUPPLY OF PLANT MATERIAL AND LABOUR

Except where otherwise specified the contractor shall at his own expenses supply and provide all the T&P temporary works, material, both for temporary & permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for construction erection, completion and maintenance of work.

#### 2.3 FIRE FIGHTING EQUIPMENTS :

Contractor shall provide and maintain adequate portable fire fighting equipment at the site during the performance of the contract to the satisfaction of the Engineer-in-Charge and the local fire fighting authority. The work shall be executed in such a manner so as to minimize fire hazards.

#### 2.4 WATER AND ELECTRICITY :

Water Charges @ ½% will be deducted from the bill of the contractor if the water is supplied by the BBMB. The charges of Electricity shall be born by the contractor as applicable

#### 2.5 SETTING OUT:

a) Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own cost rectify such error to the satisfaction of the Engineer.

b) Contractor shall provide all facilities, instruments and attendance to Addl. Superintending Engineer or his deputed representative to check his work. Instruments brought by contractor shall be in good working condition recently calibrated and are subject to approval by Addl. Superintending Engineer. Checking in part or full of any setting out of any line or level by the Engineer shall not in any way relieve Contractor of his responsibility for the correctness thereof.



c) Contractor shall establish and maintain base lines and bench marks adjacent to the various section of work. All such marks and stakes must be carefully preserved by contractor and in case of their destruction/ dislocation by him, or any of his employees or otherwise, will be replaced at contractor's expenses.

## 2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATION ETC:

The contractor shall execute the work strictly in accordance with the drawing & specifications. The contractor shall also confirm exactly and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer lodged in his office and or supplied to the contractor.

## 2.7 DRAWINGS & SPECIFICATION :

a) One set of the Drawings & Specifications and schedule of quantities shall be furnished by Engineer to Contractor Such copies shall be kept on the works and Engineer and his representatives shall at all reasonable time have access to the same. They shall be returned to the Engineer by contractor along with the final bill of the contract. The necessary Drg. No. BBMB/TS/17129 can be seen in the O/O undersigned before filling the tender.

b) Matter shown either on the drawings or in the specifications shall be executed/ furnished as if shown in both except where specific provision made in the drawings superseding the specifications.

## 2.8 GUARANTEE FOR BOARD'S MATERIAL

The board will issue materials for use on works as detailed separately. The contractor shall furnish the board with a guarantee that material supplied by board to the contractor will be issued exclusively for the work for which issued and for other auxiliary works such as construction of storage sheds, field offices staff/labour quarters and warehouse, tool room etc. The contractor shall be responsible for the loss, destruction or deterioration of the material supplied him by the board, even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as the materials so supplied were his property.

## 2.9 BENCH MARKS

Permanent reference bench marks established and maintained by the BBMB are available on or close to the project site. Contractor shall arrange to build and maintain at his cost any additional temporary bench marks that may be required by him to lay out lines levels etc. required for the completion of the work covered in the contract. The contractor shall also arrange at his cost for a necessary surveying, leveling etc. to be carried out to standardize the co-ordinates and levels of these additional temporary bench marks with reference to the nearest of the permanent bench marks mentioned above. The responsibility for the accuracy of the temporary bench marks for any works carried out based on these bench marks lies entirely with the contractor.

## 2.10 SITE FACILITIES CONTRACTOR

The contractor will be required to provide at his own cost all facilities for his office, ware house, tool room , change room, labour huts or any other building structure required to execute his work. However, material required for these infrastructures and available in Boards site store shall be made available to this contractor at the rate & terms mentioned in the specifications.

## 2.11 WORK TO PROCEED UN-INTRRUPTED

It shall be ensured by the contractor that work shall proceed un-interrupted even in the event of power failures. As such the contractor should install diesel generator of adequate capacity or provide adequate number of diesel operated machinery such as dewatering pumps, concrete mixers, diesel generator, vibrators, welding sets etc.

## 2.12 NIGHT SHIFTS:

The time of completion shall be deemed to exclude working during night shifts. However Engineer may consider granting permission for working during night shifts if considered essential to complete the work in the stipulated time on a specific request by a contractor. Night work shall not entitle the contractor to any extra payment. Where night work in progress, sufficient lights shall be provided by the contractor at his cost of safe guard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated areas and underground open structures, shall be properly barricaded and shall be provided with red lights to prevent accident falls.

## 2.13 CONTRACTOR'S STAFF :

Contractor shall have qualified engineers and foremen/ supervisors with adequate experience in execution of works at the site for satisfactory progress and completion of the work as directed by engineer. His site engineer shall be responsible for all aspects of the work at site and shall take instructions from the Engineer and carry out his instructions. All temporary electrical installations shall be supervised by a qualified electrical supervisor of the contractor.

## 2.14 PROTECTION OF WORK BY CONTRACTOR :

During inclement weather or rain, contractor shall suspend concerting for such time as the Engineer may direct and shall protect from damage all works already in progress or completed just there. All such temporary protective measures shall be at contractor cost and any damage to works shall be made good to the satisfaction of the Engineer by the contractor of his own expense. Should the work be suspended by reason of strikes/ riot by contractor's own employees or any other cause whatsoever except the pre major conditions contractor shall take all precautions necessary for protection of works and make good at his own expense any damage arising from any of these causes.

## 2.15 CO-ORDINATION WITH OTHER AGENCIES :

During the course of contractor work, other works either by the board or by other contractors or by both simultaneously will be in progress within the project area. Contractor is to make his best effort to work in harmony with others in the best over-all interest of the project and its speedy construction and comply with engineers instructions in making alternative arrangements at any time for maintaining the work schedule at no extra cost to board.

## 2.16 ASSIGNMENT OR TRANSFER OF CONTRACT :

The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof, of any share or interest therein to any other person.

## 2.17 SUB CONTRACT :

The contractor shall not sublet any portion of the contract without prior written approval of the Engineer.

## 2.18 COMPLIANCE TO REGULATIONS ANY BYE LAWS :

The contractor shall confirm to the provision of any statute relation to the work and regulations and by laws of any local authority and of any central state department or undertaking with whose system the work is prepared to be connected. He shall before making any variation from the drawings or specifications that may be necessitated for such connections, give the Engineer-in-Charge notice, specifying the variation proposed to be made and reasons there for and shall not carry out any such variation until he has received instructions from the Engineer-in-Charge in respect thereof, the contractor shall be bound to give notice required by statute regulations or by- laws as aforesaid and to pay fees and taxes payable to any authority in respect thereof.

## 2.19 CONTRACTOR TO REPORT ACCIDENT :

In the event or occurrence of any accident at or near the site of work or in connection with execution of the work, report shall be made immediately by the contractor to the engineer giving full details of the accident. He shall also report such accident to all the competent authorities.

## 2.20 REMOVAL OF CONTRACTORS PERSONNEL / WORKMEN :

The contractor shall employ on the execution of the works only such personal as are skilled and experienced in their respective trades. The engineer shall have full power at all times to object to the employment of any workmen, foreman, other employee on the work by the contractor and if the contractor shall received the notice in writing from the engineer requesting the removal of any such men or man from the work, contractor is to comply with the request forthwith. No such workman, foreman or other employee after his removal from the work by request of the engineer shall be re-employed or re-instated on the work by the contractor at any time except with the prior approval in writing of the engineer. The contractor shall not be entitled to demand the reasons from the engineer for requesting the removal of any such workman, foreman or other employees.

## 2.21 WORK OPEN TO INSPECTION :

All works under or in course of execution of executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge, representative engineer and his subordinates and the contractor shall at all times during the usual working hours and all other times at which reasonable notice of the intention of the engineer of his subordinate to visit the works shall have been given to the contractor during which period either he could be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorised agents shall be considered to have same force and effect as if they had been given to the contractor himself.

## 2.22 NOTICE BEFORE WORK IS COVERED UP :

The contractor shall give not less than 7 days notice in writing to the Sr. Executive Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is, so covered up or placed beyond the reach of measurement any work without the consent in writing of Sr. Executive Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses or in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

## 2.23 CONTRACTOR LIABLE FOR DAMAGE DONE :

If the contractor or his work people, or servants shall break, deface injure or destroy and part of a building, if they may be working on any building, road, fence, enclosures or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatsoever, the contractor shall make the same good at his own expense or in default, the engineer may cause the same to be made good by other workman, and deduct the expenses which the certificate of the Engineer shall be final, from any sums that may be any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

## 2.24 CONTRACTOR'S SUPERVISION :

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an Engineer as his accredited agent, approved by the Engineer Incharge if the contractor does not himself have sufficient knowledge or experience to be capable of receiving instructions or cannot give his full attention to the works. The contractor or his agent shall be present at the site (s) and shall superintend the execution of the work of works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer/ Incharge. Directions/ instructions given by Engineer in charge to the contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

If the contractor fails to appoint a suitable agent as directed by the Engineer Incharge, The engineer incharge shall have full powers to suspend the execution of works until such date as suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension the contractor shall be held responsible for delay caused to the works.

## 2.25 CONTRACTOR TO SUPPLY PLANT LADDERS SCAFFOLDING AND SAFETY MEASURES ETC :

The contractor shall supply at his own cost all materials except such special materials, if any as may be supplied from the Board's stores in accordance with the contract, plant tools, appliances, implements, ladders, cordage, tackle, fuels, lubricants, gases, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirement of the Sr. Executive Engineer as to any matter on which under those conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defence of every suit, action or other legal proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

## 2.26 WORK ON SUNDAYS/ GAZETTED HOLIDAYS :

No work shall be done on Sundays and Gazetted holidays without the sanction in writing of the Sr. Executive Engineer.

## 2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT :

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) hereinafter called the said Act for injuries caused to the workman if such compensation is paid by the Board as principal under sub section (i) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Board from the contractor under sub-section (2) of the said section. The contractor shall pay such amount of the compensation on demand, failing which it will be recovered from him by deducting it from any sums that may be due or become due to the contractor by the Board under the contract or otherwise.

## 2.28 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUBLETTING OF CONTRACT :

The accepting officer, without prejudice to any other right or remedy which shall accrue thereafter to BBMB shall cancel the contract in any of the following cases :

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being enforce or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or propose to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors

OR

b) Being a company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager.

OR

c) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors.

OR

d) Assigns, transfers, sub-lets or attempts to assign, transfer or sub let any portion of the work without the prior approval of the accepting officer.

OR

e) Suffers an execution being levied on his goods or property and allows it to be continued for a period of 21 days.

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at contractor's risk and expenses provided always that in the event of the cost of completion (as certified by Engineer-In-Charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BBMB and that if the cost of completion exceeds of the money due to the contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

Engineer-in-charge will have powers to take possession of the site and any material, constructional plant, implements, stores etc. thereon and or carry out the work by any means at the risk and cost of the contractor.

In case the BBMB completes the work under the provisions of the condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/ or labour provided by the BBMB with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of the sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provisions of the contract or by other means available.

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

### 2.29 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS :

In case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer for his information. Any change in the address of the contractor shall also be intimated to the engineer forthwith.

### 2.30 TERMINATION OF CONTRACT ON DEATH :

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting officer shall have the option of terminating the contract without compensation to the contractor.

### 2.31 SPECIAL POWERS OF DETERMINATION :

If at any time after the acceptance of the tender, BBMB shall for any reason whatsoever not requires the whole or any part of the work, to be carried out, the engineer shall give notice in writing to the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the foreclosing of the work.

He shall be paid at contract rates, for the full amount of the work executed including such additional works, clearing of sites etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

## SECTION III : PERFORMANCE OF THE CONTRACT & PAYMENTS

### 3.1 SECURITY DEPOSITS :

The person whose tender shall be accepted ( hereinafter called the contractor) shall permit owner/ Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 10% (Ten Percent) of the gross value of work done. Such deductions are to be held by owner/ Engineer by way of security deposit. All compensation or other sum of money payable by contractor to the owner/ engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or become due to the contractor by owner/ engineer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by the sale of his security deposit or any part thereof. The Security deposit shall be refunded to the contractor after the expiry of defects liability period which is six months after the date so issue of completion certificate or payment of final bill whichever is later . No interest shall be payable to the contractor on the amount of security deposit. The Security deposit is to be deducted on the gross amount of running bill.

The earnest money deposited at the time of tender will be treated as part of the security deposit

### 3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FOREITED :

a) In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by installment). Or in case of abandonment of the work owing to serious illness or death of contractor or any other cause, the Engineer-in-charge on behalf of the Board shall have power to adopt any of the following courses as he may deem best a suited to the interest of the Board :

i) To rescind the contract (of which recession notice of 1- 15 days in writing to the contractor under the signature of Engineer-in-charge shall be conclusive evidence) and in that case the security deposit of contractor shall stand forfeited and be absolutely at the disposal of the Board.

ii) The employ labour paid by the Board, to supply materials to carryout the works, or any part of the works debiting the contractor with the cost of labour and the price of the material ( as to the correctness of which cost and price, the certificate of the Sr. Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.



iii) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any amount due to him by the board under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

In the event of the above course being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements made any advance on account of or with a view to the execution of the work or performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or to be paid any sum for any works thereof actually performed by him under the contract unless and until Sr. Executive Engineer have certified in writing performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount as certified.

b) In any case in which the power conferred by clause referred to above shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternatives (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant materials and stores, in or upon the work or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Sr. Executive Engineer may by notice in writing to the contractor or any of his authorized agent require him to remove such tools, plants, material or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisitions, Sr. Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Sr. Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

### 3.3 EXTENSION OF TIME :

1) If the contractor shall desire an extension of the time limit for the completion of the work on the ground of his having been unavoidably hindered in execution or of any other ground, he shall apply in writing to the Engineer –in charge and the Engineer-in charge may if in his opinion there are reasonable grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer-in charge in this regard shall be final and binding.

2) For any delay in work on account of act of omission or commission at the part of the Board viz delay in issue of material alterations, omission, additions, substitutions in original specifications, drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

#### 3.4 FORCE MAJEURE :

If at any time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, civil commotion sabotage, floods, explosion, epidemics fires or other acts of god, strikes and lockout (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall be reasons of such eventually be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventually has ceased. Appropriate extension in time of completion shall be granted.

#### 3.5 EXTRA ITEMS :

a) Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. If extra items due to any alterations, addition or substitution or due to any other cause include any class of work for which no rate is specified in contract, the rates for such items/ shall be worked out on the basis of common schedule of rates and approved by the competent authority. Where the rates for non agreement items do not exists in the common schedule of rates, the same shall be determined by analysis of rates.

b) In case of contract, not based on the common schedule of rates, the rates for such items shall be worked out as follows :

i) Cost of material as well as transportation charges shall be as per the vouchers furnished by the contractor or as per the prevailing market rate whichever is less. Sr. Executive Engineer reserves the right to verify the vouchers submitted by contractor and his decision in this regard shall be final and binding.

ii) Cost of labour shall be calculated on the basis of the actual labour employed (excluding supervisory staff) as recorded at the site for the item of work to entire satisfaction of the Sr. Executive Engineer whose decision shall be final and binding.

iii) 10% of the cost of material and 25% of cost of labour as enumerated above shall be added towards contractor's profit, supervision and overhead charges etc. amount of 10% shall not be paid over the cost of material if the same are supplied by the Board and 25% on such amount of labour if rates for labour are taken as specified by contractors.

c) The Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Sr. Executive Engineer he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by Sr. Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates.

The contractor shall deliver in the office of the Sr. Executive Engineer on or before the 10<sup>th</sup> of every month during the continuance of work covered by the contract, return showing details of any work claimed for as extra and as such return shall also contain the value of such work as claimed by the contractor for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written order from Engineer-in-charge. The contractor shall include in such monthly return particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or, may claim to have against the Boards under or in respect of or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so included, whatsoever be the circumstances.

### 3.6 FACILITIES TO BE PROVIDED :

#### a) Stores

The contractor shall be supplied with such materials/ the stores as defined in the contract, required from time to time to be used by him for the purpose of contract only and the value of the full quantity of materials and stores so supplied at the rates specified separately in the contract be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise against or from the security deposit of the proceed of the sale thereof. All the materials supplied to the contractor not shall remain the property of contractor but shall on any account be removed from the site of work without the written permission of the Sr. Executive Engineer and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Board's site stores and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

#### b) Water & Electricity For Construction Of Work & Contractor Stores/Office Refer para 2.4

#### c) Land For Contractor's Stores, Offices And Workshop

Rent free land if available shall be made available at suitable locations as directed by Sr. Executive Engineer for office, stores and workshops.

### 3.7 COMPLETION/ FINAL CERTIFICATE

On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be completed until works are taken over and/ or duly tested and put to operation as the case may be nor until the work shall have been measured by the Sr. Executive Engineer or whether the measurements have been taken by the subordinates until they have received the approval of the Sr. Executive Engineer the said measurement being binding and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding , surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

### 3.8 ALL COMPENSATION/ PENALTY PAYABLE TO BE CONSIDERED REASONABLE :

All sums payable by way of compensation/ penalty by contractor under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damage sustained, and whether or not whether or not any damage shall have been sustained.

### 3.9 DEDUCTION OF AMOUNT DUE TO BOARD :

Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Board by the contractor in respect of the contract or any other contracts or work order or on any account whatsoever may be deducted from any sum whatsoever payable by the Board to the contractor either in respect of this contractor or any work order of contractor or on any other account by any other office of the board.

### 3.10 ACTION WHERE NO SPECIFICATION

In the case of any class or work for which there is no such specification mentioned in the contract, such work shall be carried out in accordance with specifications as decided by the Sr. Executive Engineer i.e. Engineer-in-charge.

### 3.11 ACTION ON UNSATISFACTORY PROGRESS :

If the progress of a particular portion of the work is unsatisfactory, the Sr. Executive Engineer whose decision shall be final, notwithstanding that the general progress of work is satisfactory be entitled to take action under clause 3.2 ibid after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

### 3.12 DIARY AND PROGRESS REPORT

a) A daily diary register will be kept at site office. Contractor will supply all detailed information every day at 9.30 hours for the preceding day and the diary will be jointly signed by Sr. Executive Engineer/ AEE/ AE and contractor's representative everyday in token of its correctness. A work instructions book serially numbered will also be kept at site office and all day to day instructions will be given in that book. Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. If the contractor's representative does not actually see the instructions and or sign the same, that shall not be in any way relieve him of his obligations or responsibilities.

b) Contractor shall supply the information regarding procurement of materials and progress of construction work, as is required by the Sr. Executive Engineer, for compiling the weekly progress report this information shall be supplied at 9.00 hours on every Monday for the proceeding week.

### 3.13 DAMAGED WORKS :

The contractor will be responsible for any and all losses of materials and damage to works till they are handed over as result of floods, earthquakes, wars, rains storms and other such acts of God etc. The owner will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer/ owner+. The contractor shall arrange insurance against above risks at his cost.

### 3.14 PENALTY FOR DELAY :

The time allowed for carrying out the work as entered in the contract shall be strictly observed by contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contract) and the contractor shall pay as penalty an amount equal to one half percent of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% percent of the estimated or actual cost of work whichever is higher.

### 3.15 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

a) If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove the reconstruct the work as specified in whole or in part, as the case may require or as the case may be removed that materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with other material , or articles complained of, as the case may, at the risk and expense in all respects of the contractor.

b) If imperfect material/ workmanship of a reasonable limits are accepted, rates for the corresponding items, on which such materials have been used, shall be reduced by the Executive Engineer-in-charge of the work whose decision shall be final & binding on the contractor.

### 3.16 PAYMENTS :

a) The contractor shall submit all bills on the printed form to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.

b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all works executed in the previous month and Sr. Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid, the Sr. Executive Engineer may depute a subordinate to measure up the said work in presence of the contractor, whose counter signature to the measurement list will be sufficient warrant and the Sr. Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.

c) No payment shall be made for works estimated cost less than rupees ten thousand, till after the whole of the works shall have been completed and a certificate of the completion given. But in case of works estimated to cost more than rupees ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered any as an admission of the due performance of the contract, or any part thereof in respect or the accruing of any claim, nor shall it conclude, determine, or effect in any way the power of Engineer-in-charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in/ any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of completion of the work otherwise Sr. Executive Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

### 3.17 PAYMENT OF FINAL BILL :

After the work is completed, final bill would be paid on the certification of an officer not below the rank of Sr. Executive Engineer that the work is done according drawings and specifications attached to the tender, if any additions and alterations have been carried out, detailed measurements in respect thereof shall be recorded and extra payments of deduction are to be regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alteration for which the contractor has not quoted a rate, the payment shall be regulated as per clause for "extra items"

### 3.18 SIGNING OF RECEIPTS FOR PAYMENTS:

The board may refuse or suspend payments on account of a work when executed by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners of some other person who produces written authority enabling him to give effectual/ receipts on behalf of firm.

### 3.19 ARBITRATION :

- a) If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/ or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred, for sole arbitration of the nominee of the Board, who in case of dispute involving an amount exceeding Rs. 50,000/- shall be give a reasoned award and his decision shall be final and binding and where the matter involves claim for the payment or recovery or deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is referred to arbitration within 180 days of the date of completion of work or payment of the final bill which ever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of sole Arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party an shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/ Board shall be with held on account of such proceedings.

### 3.20 DISMANTLED MATERIALS :

All the dismantled materials received from the dismantlement of structures, works huts etc. shall have to be handed over to the owner & stacked in a manner approved by the Engineer in stores/ site without any extra cost to the owner.

### 3.21 RECISSION OF CONTRACT :

The contract shall not be assigned or sublet without the written consent of the Sr. Executive Engineer and if the contractor assigns or sublets his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefit or attempts to do so or if Sr. Executive Engineer shall certify in writing that in his opinion contractor :

- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continues in that state after a reasonable notice from Engineer-in-charge.
- b) In the opinion of the Engineer-in-charge at any time, whether or before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in that state after a notice of seven days from Engineer-in-charge.

- c) Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract.
- f) Any bribe, gratuity gift, loan, perquisite records or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer, person in the employment of board in any way relating to his office or if any such officer or person of board shall become in any way directly or indirectly interested in the contract.
- g) In such case the board may, notwithstanding any previous waiver, after giving 10-days notice in writing to contractor, terminate the contract and the security deposit of the contractor shall there upon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work therefore actually performed under the contract and further board may enter upon and take possession of the works and all plant, tool scaffolding sheds, machinery etc. and materials lying upon premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing the finishing of using the material and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer shall give a notice in writing to contractor to remove his surplus material and plant and if contractor fails to do so within a period of 14 days from issue of the notice by him, Board may sell the same by public auction. The amount so realized shall be adjusted against any money due to the board by the contractor.
- h) In case the board intends to for-close the contract before the completion of the job due to any reason then the Engineer-in-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured, jointly, Un-utilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate which –over is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

### 3.22 PRIORITIES & LICENSEES BY CONTRACTOR.

The contractor shall be responsible for making his own arrangement for priorities, or licenses, for all materials which are not to be supplied by the BBMB. Only recommendatory letters where necessary shall be issued on the specific request by the contractor.

### 3.23 JURISDICTION

Jurisdiction for filing any suit in case of any dispute shall be the court at the Bhiwani.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani



## SECTION –IV: FAIR WAGE CLAUSES AND LABOUR REGULATIONS

## 4.1.0 FAIR WAGES

4.1.1 The contractor shall pay not less than fair wage to labour engaged by him on the work fair wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government , PWD/PSEB for district in which the work is done.

4.1.2 The contractor shall not with standing the provisions of any agreements to the contrary, cause to be paid fair wage of labourer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.

4.1.3 In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of the agreement the contractor shall comply with or cause to be complied with the Punjab Govt. Contractor's labour Regulation made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.

4.1.4 The Sr. Executive Engineer concerned shall have the right to deduct from the money due to contractor any sum required or estimated to be required for making good of non fulfillment of conditions of the contract from the benefits of the work Non payment of wages or deductions made from him or their wages which are not justified by the terms of the contractors or for observance of the regulations referred to in clause contractors 1.3 above.

4.1.5 Vis-M-Vis the Punjab Govt./PSEB. The Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim identity for his sub-Contractor.

4.1.6 No labour below the age of 14 years shall be employed on the work.

4.1.7 It will be the responsibility of the contractor to ensure that trees in the camp site and in the vicinity, their fruit etc there not damaged by his labour or agent. Cost of such damage if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS CONVENIENCES

4.2.1 Suitable temporary hutting, accommodation as in the opinion of the Sr. Executive Engineer may be necessary , outside the premises of the Board's land. The contractor shall not put up any unauthorized canteens or tea shops on board's property without the knowledge and prior approval of the Sr. Executive Engineer in writing.

4.2.2 Trenches latrines bathing enclosures and platform separately for men and women an their regular cleanliness the satisfaction of the Medical officer in charge of the area.

4.2.3 Clean drinking water to be provided by the contractor.

4.2.4 In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the contractor . Any dispute regarding the above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.

4.3.0 MONTHLY RETURN REGARDING WAGES :

The contractor shall be required to submit to labour welfare Office/ Sr. Executive Engineer , on the tenth of every month a return on the prescribed form for the payment of wages under the fair wage clause. This failure of the contractor to do so shall be considered as breach of the contract a will be dealt with as such.

4.4.0 CONRACTOR'S LABOUR REGULATIONS

4.4.1 DEFINITIONS

In these regulations unless otherwise expressly indicated the following works and expression shall have the meaning hereby assigned to them respectively that is to say.

- a) Labour means workers as employed by BBMB/Public works department by the Contractor directly or indirectly through a Sub-Contractor/ or other person of any agent on his behalf.
- b) 'Contractor' shell include every person whether a Sub-contractor or headman or agent employing labour on the work taken on contract.
- c) Wage shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and place work rate wages.

4.4.2 DISPLAY NOTICES REGARDING WAGES ETC:-

The contractor shall before commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local Indian Languages Spoken by the majority of the workers, giving the particulars at wages and other alike matter as required under regulations.

4.4.3 Payment of Wages

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid in current coins or current on in both.

- c) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month.
- e) Wages of every workmen employed on the contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payment of wages shall be made on a working day.
- h) Wage register and wage card etc.  
The contractor shall maintain a wage register of workers in such form as may be convenient, but the same shall include the following particulars:
  - i) Rate of daily or monthly wages.
  - ii) Nature of work on which employed.
  - iii) Total amount payable for the work during each wage period.
  - iv) Total number of days worked during each wage period.
  - v) All deductions made from the wages with an indication in each case on the ground for which the deduction so made.
  - vi) Wages actually paid for each wage period.
  - vii) The contractor shall also maintain a wage card for each worker employed on the work.
  - viii) The authority competent to accept the contract may grant an exemption from the maintenance of wage register and wage cards to a contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

#### 4.4.4 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGE :

The wages of a worker shall be paid to him without any deduction of any kind except the following :

- a) Fines
- b) Deduction for absence from duty i.e. from the places where by the terms of his employment he is required to work. The amount of the deduction shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction which the PWD/BBMB may from time to time allow.
- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.

- f) The total number of fines which may be imposed in one wage period on a worker, shall not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date of which it was imposed.

#### 4.4.5 REGISTER OF FINES ETC :

- a) The contractor shall maintain a register of fines and of all deduction for damages or loss. Such register shall maintain the reason for which fine was imposed or deduction for damage or loss was made.
- b) The contractor shall maintain a list in English, Hindi and in the local Indian Language clearly defining acts and conditions for which penalty or fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

#### 4.4.6 PRESERVATION OF REGISTERS :

The wage register, the wage card and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

#### 4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY :

Authority of the Punjab Government in their behalf shall have power to make enquires with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulations. He shall investigate into any complaint regarding any fault made by the contractor or by the sub contractor in regard to such provision.

#### 4.4.8 REPORT OF LABOUR WELFARE OFFICER :

The labour welfare officer or any other person authorized aforesaid shall submit a report of the results of investigation or enquiry, to the Sr. Executive Engg. Concerned indicating the extent if any, to which the fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the labourer, with a note that necessary deduction from the contractor's bill be made and the wages and other deductions paid to the labourers concerned.

#### 4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER :

Any person aggrieved by the decision and recommendation of the labour welfare officer or their person so authorized may appeal against such decision to the labour commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

#### 4.4.10 INSPECTION OF REGISTERS AND CARDS :

The contractor shall allow inspecting of the registers and cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the labour welfare officer or any other officer authorized by the Punjab Government on its behalf.

#### 4.4.10.1 SUBMISSION OF RETURNS :

The contractor shall submit periodical returns as may be specified from time to time.

#### 4.4.11 AMMENDMENTS :

The B.B.M.B. may from time to time, add to or amend these regulations and on any question so as to effect applications interpretations of these regulations.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

**SECTION E: SCHEDULE SHOWING MATERIAL TO BE SUPPLIED BY THE BBMB STORES FOR THE WORK CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED**

- 1. Cement include cost of bags.: --- 1. If Cement shall be supplied by depts. The recovery rates as per Punjab Zonal premium sheet +3% stock storage charges. However the rate on the date of opening of tender will be applicable**

**TERMS AND CONDITIONS:**

- 1** The rates of cement will be inclusive of the cost of bags and empty cement bags will not be taken back by the department.
- 2** The material at Sr. No. 1 to 6 shall be delivered / supplied as per clause-3.6 of Terms & Conditions (Section C ). No extra loading , unloading and lead will be paid.

For Excessive Or Less Consumption Of Material, Following Action Will Be Taken:

- a) For excessive consumption of materials : Upto 5% no action will be called for except for the recovery of the material at issue rate provided in the NIT for the material used in excess.
- b) For more than 5% : Recovery for excess consumption upto 5% will be made as given in above and for the material used in excess of 5%, the recovery will be made at a panel i.e. at double issue rate provided in the nit.

For Short Consumption Of Materials

Upto 5% recovery of cost of material thus saved will be made at the issue rate.

- 3** For more than 5% following action will be taken:--
- i) The rate of items will be reduced accordingly in case it is felt that less consumption of material has not adversely effected the stability of the structure.

Where it is not possible to determine the exact quantities of various items involved, recovery of the material thus saved will be made at double the issue rate.

- D) Where item become non-scheduled/ non-agreement , the rate of each item will be sanctioned/ approved by the competent authority.
- II) In case it is felt by the engineer incharge that less consumption of the material has adversely effected the stability of structure, he can reject the work, the decision, in such matters of the S.E. Concerned of the work shall be final & binding on the contractor. In case of rejection of the work competent authority cost of material used on the work supplied free of cost by the department for the execution of work will be recovered from the contractor at the issue rates provided in nit.

**4** Material Used On Contingent Works

Cement used on the construction of various contingent items such as water storage Tanks, mixing platform etc. shall, how ever, be accepted for water, taking rough measurement of such items although these item will not be paid to the contractor and cost of cement consumed will be recovered from the contractor. The consumption of cement on contingent works will not be taken as a matter of routine and will be allowed only if the engineer in charge is completely satisfied with the bonafied use of cement only of such contingent works which are required compulsorily for the proper execution of the work.

**5** For consumption of cement in excess of the quantities given above recovery for the cement used in excess of these limits will be made at panel rate i.e. At double the issue rate to the contractor provided in N.I.T.

**6** In the event of material issued by the board, as provided in the contract, for bonafied use on the work unlawful disposal of, misused, lost, stolen, damage or rendered unfit for use while in the custody of the contractor he will pay to the board its cost at double the issue rate.

**7** The bricks will be arranged by the contractor himself.

**8** Cement will be issued to the contractor without weighting and taking 20 bags per metric tone. It will be used on the work as such considering each bag containing 0.03472 cum of cement

**9.** Good Service Tax as per rule

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

## SECTION F: TECHNICAL TERMS AND CONDITIONS

### 1. Quantities

The quantities furnished are approximate. No claim in respect of actual quantities of any or all items varying to any extent or deleted from these furnished in the schedule of quantities will be entertained subject to the condition the amount of actual work done will however, not exceed more than 10% the value of original contract payment will however, be made for the work actually done at site. If the amount of actual work carried out only with a mutual written consent of the contractor with the department no such consent will however be required if the value of the work is reduced by even more than 10%.

### 2. Drawings/Specifications :-

2.1 The various parts of the schedule of quantities shall be read in the conjunction with the corresponding sanction of PWD specifications, tender documents and drawings, including amendment's and additions if any. All works shall conform to specifications and drawings whether actually specified herein or not and will be carried out as per the directions of the Engineer Incharge. In case of discrepancy between drawing and specifications the drawings shall prevail over the specification.

2.2 The work shall be carried out strictly according to the Pb. PWD specifications/Drawings mentioned in the approved NIT also subsequently issued and approved by the competent authority during the course of execution of work.

Each tender shall give a proof to the entire satisfaction of Executive Engineer concerned that he has in his possession of copy of Punjab PWD specifications (latest Edition) incorporating upto the date amendments according to which the work is to be executed and this book will be considered to have forward part of the contract agreement. In the absence of any provisions not existing in PWD specifications. The same shall be followed from relevant I.S.S. 3955-1967 and IRC-45-1972, IRC-78-1983 (LE).

### 3 MATERIALS AND WORKMANSHIP

3.1 The work shall be carried out under the general directions of the Engineer-in-Charge and is subjected to inspection by this his appointed inspectors and also by other higher Engineer and officers to ensure strict compliance to the terms of the contract. The contractor shall not start the next stage of work unless previous stage is passed by the Asstt. Executive Engineer, Asstt Engineer-in-Charge or his designated representatives during the progress of the work, to discover or to reject materials or work which are not accordance with the requirement of this contract shall not be deemed as and acceptance therein. Similarly payment by the Engineer-in-charge on Partial of entire occupancy of the promises shall not be considered to be an acceptance with the requirements of this contract. No changes whatsoever, to any provision in the specifications shall be made without written authorisation from Engineer-in-charge.



3.2

Materials bearing ISI mark will only be used on the work. If ISI marked materials are not available, materials conforming to relevant ISS shall be used, subject to the approval of the Engineer-In-Charge. In case ISS on a particular material is not available the best quality of that item available in the market, will be used after its approval from the Engineer-in-Charge.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani

## ADDITIONAL CONDITIONS

1. No conditional tender or these without earnest money are received telegraphically or tenders not on proper preform will not be entertained.
2. Quantity of work may be increased or decreased and any item omitted or substituted according to the requirement and no claim on this account shall be entertained.
3. The rates quoted herein are for complete work in all respects and include GST, carriage of materials royalty, octroi and other taxes and no claim on account of fluctuations of price due to any cause shall be entertained.
4. The royalty and other taxes if any shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force from time to time without intervention of the Public Works deptt.
5. The contractor has to make his own arrangement for machines of all types and every other item required directly or indirectly for completion of the work as required or directed by the Engineer-In-charge.
6. The intending contractors should carefully examine the site of the proposed work in order to satisfied themselves by examination of all local conditions effecting the contract as the detailed requirements on the construction.
7. Nothing extra will be paid to the contractor for diverting water in the stream if it becomes necessary for the construction and protection of work.
8. Foundations excavation shall include the removal of all materials of whatsoever nature necessary for the constructions of foundation and structures in accordance with the plans or as directed by the Engineer-in-Charge. It shall include the furnishing of all necessary equipment and the construction of all cofferdame dewatering etc. which may be necessary in the execution of work. It shall also include confidence and the responsibility of all the necessary work back fill as required. All execution shall be shored braced or protected by confidence, if necessary.
9. For paid wages please refer for wage clause.
10. Receipts for payments made an account work when executed by a firm must also be signed by several partners where contractors are described in their tender a firm in which case the receipt by signed by some other person having to give effectual receipt for the firm.
11. The contractor shall be required to execute contract agreement on the contract Performa of Rs. 15/- under Indian stamp act within 15 days of receipt of letter of indent/award of work. No payment shall be made without executing the contract agreement.
12. Department at its stores located at different stations shall issue material to the contractor. The responsibilities for its transportation shall lie on contractor, however payment for such transportation shall be regulated as per CSR 2010 at his quoted rates, contract shall make agreements for all such transportation's, Any delay in work on this account shall be contractor's responsibilities.  
Schedule of material to be issued by BBMB attached as Section-E.
13. The earnest money deposited with the Tender will be converted into security deposit. The security deposit will be deducted from the running bill @ 10% of the gross value of 3work done from time to time after taking into account the earnest money deposit converted as security. No interest will be payable to the contractor on the amount of the security deposit. The security deposit will be refunded within 3 months after satisfactory completion of work.
14. All up to date correction in Punjab CSR-2010, Punjab PWD specification up to date of opening of Tender will be applicable.
15. The intending bidders should have successfully executed at least one similar work of value not less that estimated cost.

16. Payment will be made by Sr. Accounts Officer, BBMB, Delhi by Cheque.
17. The under signed reserves the right to reject any or all the tenders so received without assigning any reason.
18. The quantities & rates given in 'G' Schedule are only for estimate purpose and without any claim due to change in quantities/items as per approved drawing/site.
19. The percentage tendered premium increased/abatment shall be added/subtracted from premium only. The percentage so arrived at shall be applicable to the basic rate printed in Punjab CSR-2010.
20. Job experience certificate/document for carrying out the similar job
21. Latest income Tax clearance certificate from competent authority is required.
22. The contractor is required to produce PAN/TIN/GST A/C No. etc
23. The documentary proof of GST no should be attached with Tender document.
24. Before starting the work material will be checked by the Engineer-in charge at site.
25. Rates quoted by contractors inclusive all taxes.

Sr. Executive Engineer  
O&M Divn BBMB Bhiwani.

**G-Schedule****Annex. A**

<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Rate to be quoted by contractor</b>
1.	Supply of Bajri/Gravel of 20 mm size(NS Item)(20mm to 40mm crushed ) as per Annex. C	617.40 Cum.	
2.	Spreading/laying a layer of 100mm thickness of new cursed stone/gravel of 40mm size in yard(N.S. Item) as per Annex. D	617.40 Cum.	
3.	Providing & spraying Antiweed Treatment before spreading gravel in yard. In two operation Annex.-B-2	6174 Sq. M	
4.	Brick on end edging  Providing and laying of Brick on end edging 6.83 cm wide, 11.11 cm long and 22.86 cm high half brick deep including excavation, refilling and disposal of surplus earth up to 50mtr complete as per Punjab PWD Specifications. Ref. Pb. CSR 2010 item 24.16 as per Annex. B	252.6 Mtr.	

**Providing and laying 100 mm thick uniformly horizontal layer having 20-40 mm gravel size in 132 KV Switch Yard at 400 KV, BBMB SUB STATION BHIWANI .**

**Charge to**

**SE/O&M/BWM/25/18-19**

(ई डी.के.मीणा )  
वरिष्ठ कार्यकारी अभियन्ता,  
परिचालन एवं अनुरक्षण मण्डल,  
बीबीएमबी, भिवानी।