

BHAKRA BEAS MANAGEMENT BOARD

O/O EXECUTIVE ENGINEER, NANGAL DAM DIVISION NANGAL

(Short Term Tender)

NIT No 2/2017/NDD Nangal

Tender Form No. _____

Date of Opening of Tender 21/02/2017

Cost of Tender Form

Rs 200/-

Time of Opening of Tender 3.30 PM

Approx. Cost

Rs 1.34 lacs

Earnest Money

Rs. 2680/-

Name of Contractor

Name of Work:-“ Providing Vitrified flooring tiles in Dinning hall, Pantry Entrance & Kitchens of Ganguwal Rest House.

S.No	Description	Approx. Qty.	Unit	Specific Rate Offered by Contractor Rs.
1	Providing and laying vitrified floor tiles 600x600mm size premium quality, manufactured using Double Charge Technology, with water absorption less than 0.08% and conforming to IS: 15622 of approved make in all colours and shades, laid on existing flooring with cement based high polymer modified quick set tile adhesive (water based) of approved make IS 15477 marked using 5 Kg adhesive per sqm of tile area in average 3mm thickness over existing base,etc. complete (Design is homogenous throughout the tile body (CSR item No 14.134)	91.08	Sqmt	

I am ready to execute the work as per the terms and conditions attached here with duly signed on each page of the NIT No 2/2017/ND, & Work Order.

- 1 No of Sheets _____
- 2 No of Conditions given by the contractor _____
- 3 No of Cuttings _____
- 4 No of Overwriting _____

Signature of the Contractor

Sr. Accounts Officer

Executive Engineer

Earnest money for Rs _____ deposited vide Bank Draft No _____ dated _____ and Rs 200/- on account of cost of Tender from deposited by the Contractor/L&C Co-Op. Society vide Receipt/BD No _____ dated _____

Executive Engineer
Nangal Dam Division B B M B
Nangal Town /Ship

BHAKRA BEAS MANAGEMENT BOARD (IW) NANGAL TOWNSHIP.

N.I.T No 2/2017/ND. The Executive Engineer, Nangal Dam Division, BBMB, Nangal Township Distt. Ropar – 140124 (Pb) invites sealed tenders from the Central/State eligible contractors/L&C Co-operative societies for the following work on, **Through Rates** & on work order basis. The tenders will be received up to 3.00 P.M. On 21/02/2017 and opened at the same time in the above said office in the presence of the tenderers or their authorized representatives if they desire so. In case of holiday(s) tenders will be entertained and opened on next working day at the same time respectively

S.No.	Name of Item	Approximate Cost	Earnest Money	Period up to
1.	Providing Vitrified flooring tiles in Dinning hall, Pantry Entrance & Kitchens of Ganguwal Rest House	Rs 1.34 lacs.	Rs 2680/-	2016-17

MAIN CONDITIONS:

1. The reputed and financially sound contractor from the State / central PWD ,Railway M.E.S and other Public Sectors enterprises, who have the experience and capacity of handling the works of such magnitude need only to give tenders duly supported with the works handled by them.
2. The L&C Co-Operative Societies must also produce a certificate duly numbered and signed by the Registrar Co-operative Societies to show that
 - i. The Society is in existence and holds good reputation and there is no complaint against it.
 - ii. Financial capacity of the society for execution of the work.
 - iii. The Society should produce list of works executed by them in P.W.D. and a certificate from the concerned Division regarding the satisfactory performance
3. The tender documents can be had up to 1.30 PM on dated 21/02/2017 from the above said office at cost of Rs 200/- (non-refundable) against written request along with the following documents.
 - i. Production of enlistment/ registration of the contractor and a copy of the resolution of the Society.
 - ii. Necessary certificates /testimonials of satisfactory performance of the works of such magnitude and detail of works carried out by the tenderers during last three years.
 - iii. Proof of deposit of earnest money
 - iv. Latest incomes tax clearance certificate and a copy of PAN, in case no PA N has been allotted Form 15-H must be attached
4. Earnest money amounting to Rs.2680/- only in the shape of bank draft drawn on any scheduled bank payable at Nangal Township/ Naya Nangal in favour of the Accounts Officer, BBMB Nangal Township. (Pb) be attached with the tender. The tenders without earnest money will not be considered.
5. The earnest money shall be returned to unsuccessful tenderers after three months or after approval of the tender, whichever is earlier ;whether contractor submits tender or not.

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- 6 Co-operative Societies shall be considered at par with other contractors for the purpose of depositing earnest money; etc.
- 7 Conditional tenders or tenders received late or tenders submitted Through Fax/email or incomplete tender will be rejected out-rightly without assigning any reason.
- 8 Detailed N.I.T./Design/Quantities/Specifications/any other information concerning to above work can be seen in the office of Executive Engineer Nangal Dam Division BBMB Nangal on any working day during working hours.
- 9 Acceptance of tender is subject to the approval of the competent authority, which does not bind himself to approve or accept the lowest tender or any other tender and reserves the right to reject any or all of the tenders received without the assignment of any reason.
- 10 The tender/quotation for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tenders/ date of negotiation (if held).
- 11 The Earnest Money furnished by the successful tenderers on whom the order is placed shall be converted into security deposit as guarantee for faithful and satisfactory execution of the contract. Security deposit not claimed within three years from the date of completion of the contract shall be treated as “lapsed deposits” and no claim for a refund thereof shall be entertained from the contractor except under very special circumstances and for good valid reasons .
- 12 The Earnest Money/Security deposit taken from the firm/tenderer under this Para shall be forfeited in part or in full under the following circumstances.
 - a) If the tenderer with draws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.
 - b) If the acceptance of the tender has been issued but the contractor refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of the fact whether the BBMB sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the rights of BBMB to claim any damage as admissible under the law as well as to take such executive action against the contractor as black listing etc
 - c) Where the contract has been accepted but the contractor stops the work after partially fulfilling the contract, the security deposit shall be retained and adjusted against any loss that may be caused to the BBMB through work being got completed from alternative source at the contractors risk and cost and or other damage recoverable from the contractor under the terms of contract.
 - d) In the event of breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the BBMB on the contractor for any damage or for any loss sustained by the BBMB on account of such breach.

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- 13 The conditions No .5 regarding arbitration contained in the standard work order form stands deleted & the condition No 3 stands substituted with the following:-
“The order for execution of work can be cancelled and the work stopped at any time by the officer-in-charge of the work or any other officer superior to him in authority. The contractor will have no claim for any compensation or damaged on this account”
- 14 The rates given in the schedule of rates are for finished work inclusive of lead, lift and octroi charges, sales tax and other local taxes, etc.
- 15 No claim on account of fluctuation in prices due to war or any other cause or act of God or disturbances/Bunds/Strikes will be considered. Similarly the department will not be responsible for any loss/damage to the material or structure due to the above reasons. No compensation will be paid for the same.
16. Specific item rates are to be quoted against each Schedule/**Non-schedule item** contained in the tender form. Rates should be quoted strictly in metric units. **Any other unforeseen/non-schedule item should not be executed at site until the analysis of rates for such item is approved by the competent authority. Any other item not appearing in the detailed N.I.T but covered under the CSR-2010 will be paid as per rates given in CSR + sanctioned Zonal premium as applicable on the date of opening of tender + – tendered premium/abatment quoted by the agency.** In case the contractor quotes his rates with references to CSR his tender shall be rejected out rightly by the tender opening committee.
17. In the event of the failure of the contractor to complete the work within stipulated period he shall be liable to pay as compensation an amount equal to ½% per week , or part thereof subject to maximum 10% or ordered value/ contract value for the period of delay in completion. However under any unavoidable circumstances necessary permission to extend the period shall have to be specifically obtained by the executing agency from the concerned Superintending Engineer
- 18 Before tendering the contractor is advised in his own interest to visit the site and acquaint himself with the site conditions No claim will be entertained later on on any account whatsoever.
- 19 Competent authority has the right to split/allot part work to any willing contractor /society at the general approved rates taking into account the capacity/capability of the contractor/ society.
- 20 The department reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot to another agency with due notice to the contractor without liability of any compensation.
21. The quantities as given in the estimate/tender form are approximate and only for the guidance of contractor and not for any claim etc. The quantity of work can be increased or decreased or any item of work withdrawn and no claim on this account shall be entertained.
- 22 The Engineer-in-Charge has the right to change the design and specification during the execution of the work.
- 23 **All running payments will be treated advance payments and any excess payment made to the contractor inadvertently or otherwise for this work or any other work will be deducted from any payment whatsoever payable by the department to the contractor.**

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- 24 **10% security** shall be deducted from the running bills for work done by the contractors/Societies. The same **shall be refunded after three months of the payment of final bill.**
- 25 The income tax, sale tax or any other tax if leviable will be deducted from the bill as per rules.
- 26 The work should not be assigned to other party or subletted without the written approval of the Department. In case it is done ,the contract/work order will be terminated on its merits and the contractor will not have any claim of any sort regarding engagement of man power/material, machinery etc.
- 27 None can bid on behalf of the other person unless he holds the power of attorney or has letter of authority to that effect. In case the tenderer is other than individual i.e. firm, company, etc. the tender will be supported with the document having authority to sign it.
- 28 Any person or agency found making pool with others, is liable to forego the right of tendering.
- 29 The work shall be executed as per Pb. P.W.D. Specification 1963/2010/Pb/Common Schedule of Rate 2010. The common schedule of rates of 2010 (or CSR) referred in the tender form, shall be Punjab common schedule of rates with up to date amendments including sanctioned zonal premium (including issue rates of material) declared up to the date of opening of tenders.
- 30 The water will be supplied by the department and recovery there of shall be made @ ½ % of the gross value of the **item** concerned of the work done.
- 31 The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him:-
- Suitable temporary hutting accommodation as in the opinion of the officer in-charge of the work may be necessary.
 - Trench latrines, bathing enclosures and platforms separately for men and women and their regular cleanliness to the satisfaction of the officer in-charge.
 - Clean drinking water.
- NOTE: No labour will be allowed to reside at the site of the work.
- 32 Fair wages clause as well as the latest Punjab Public Works department Contractors Labour Regulations, referred to in clause © of the said clause will be binding on the contractor and he will strictly follow the terms and conditions laid down therein.
- 33 It will be the responsibility of contractor to ensure that trees etc. in the labour camp site and in the vicinity thereof are not damaged by his labour or agent. Cost of such damages, if any, will be assessed at the discretion of the Engineer-in-Charge and deducted from the bills of the contractor.
- 34 Contractor shall make his own arrangement for the watch and ward of his plant and machinery etc. at site of work.
- 35 All residuary matters not specifically covered by the provisions of agreement/work order shall be regulated in accordance with the departmental rules of P.W.D./BBMB.
- 36 Cement required for construction will be supplied to the contractor at the issue rates specified below, from departmental Stores and no charges for carriage of the said material will be paid. The contractor will take the material against the signatures on indents/Register. After delivery of the material from stores, the contractor will be responsible for the quantity & safe custody of material and for keeping it in good condition at his own cost till it is consumed on the work or returned to the store.
- Cement Rs.240/- per bag of 50 Kg. (Including cost of bags)

NOTE:

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- i) In addition to the above mentioned issue rate of materials, storage charges @ 3% or any other charges such as contractor profit @ 10% etc. leviable as per sanctioned Zonal Premium shall be charged extra.
 - ii) The recovery rates of cement as mentioned in the above conditions are as per sanctioned zonal premium operative currently and the same shall be revised according to the sanctioned zonal premium of the concerned zone in case it is further revised on or before the date of opening tender which shall be binding upon contractor/Societies.
 - iii) In case of labour rates tender material such as cement and sand will be supplied free of cost on the above conditions.
- 37 Excess/Short consumption of the material will be dealt with as per chapter 27 of the Pb. PWD Specification -1963 read with chapter 27 of the Pb. CSR -2010 (both amended up to date). The penal rate quoted in the above chapters will be double the issue rate of the material indicated under clause 36 supra.
- 38 **A list of Govt. issued material remaining surplus with the contractor** shall be supplied by him to the Engineer-in Charge of work within ten days of the completion of the work. The Engineer-in Charge shall give a notice in writing and advice to the contractor for the materials accepted for return and shall fix reasonable time limit for its carriage by the contractor to the department stores.
If the contractor fails to do the carriage within the specified time it shall be got done by the Engineer-in-Charge at the risk and cost of the contractor. In case he fails to furnish the aforementioned list, it would be presumed that he has no such surplus material left at site.
- 39 The contractor shall be **responsible for the removal of all such debris** as has been created by the work allotted to him from the site of work to specified place within 2 kms. at his own cost. No extra payment for removal, loading unloading and disposal of debris within the above lead will be made. In case the agency fails to remove and dispose of the debris it will be got removed by the department at the contractor's cost and no claim regarding the department having spent excessive amount on the removal of debris shall be entertained.
- 40 Earth required by the contractor shall not be dug from any part near the areas of the work. The site from which the earth is to be brought will be with the prior approval of the Engineer-in-Charge.
- 41 **All cement concrete, whether plain or reinforced shall be poured with mechanical vibrator** after mixing in the mechanical mixer **unless otherwise specified or directed by the Engineer-in-Charge**. It shall be the sole responsibility of the contractor himself to arrange for the concrete mixture and vibrator at his own cost.
- 42 Contractor and their agents are to exercise proper and vigilant control to ensure that cement concrete and mortar are proper and prescribed mixes, as indicated by the Engineer-in-Charge, are being used. **The samples of cement mixes for cement concrete and cement mortar can be filled by Sub Divisional Officer/Executive Engineer, to ensure that the mortar of desired specification is being used.**

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- 43 Cost of material wasted in dismantling any portion of the work due to bad workmanship/negligence of the specification will be recoverable from the contractor at double the issue rate.
- 44 All the test of material shall be made by the Engineer-in-Charge in accordance with the approved method. The contractor shall afford such facilities as the Engineer-in-Charge may require for collecting and forwarding the sample and the contractor shall furnish the required samples without charges.
- 45 In case of any delay or short supply of the above material, no claim for any compensation shall be entertained due to interruption in the work or the labour thus rendered idle.
- 46 As per decision of the Honble Supreme Court no over loading is to be done by the contractors if it is found that over loading of material is carried by the contractor, then the carriage rates shall be reduced by 50% and the recovery will be made from the bill of the contractor. Full rate shall only be allowed if it is certified by the field staff that the actual carriage of material is within the norms and no over loading has been done.

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