

BHAKRA BEAS MANAGEMENT BOARD DETAILED NOTICE INVITING TENDER
SUNDERNAGAR – 17019 (Tel.01907-262233)

Sr. Executive Engineer, Hydrel Channel & B.G. Division BBMB Sundernagar, District Mandi, HP, invites item-rate sealed tenders in prescribed form for carrying out the following work on through rates, on work order basis, from Centre/state Govt./BBMB registered contractors/Co-operative, Labour and Construction Societies of appropriate class up to 25-05-17 at 3.00 P.M. and will be opened on 25-05-17 at 3.30 P.M. in the office of the undersigned in the presence of tenderers or their authorized representatives, if any, who may wish to be present. The tender forms can be obtained from the office of the undersigned latest by 11.30 A.M. on 25-05-17, at a cost of Rs: 1000/- (Rs. One thousand only)(non-refundable) each, on the production of documents as mentioned in condition No.4 of DNIT.

In case of holiday on the opening date, the tenders will be opened on next working day as per same schedule of timings. It should be ensured that N.I.T. no. should be quoted on the cover. Earnest money and tender should be placed in separate sealed envelope, placed in an over-all sealed cover superscripted "Tender for N.I.T. No.5/17-18". The contents of each envelope should be indicated on the top of the cover.

NIT No.	Name of work	Approx. cost. Rs.	Earnest money Rs.	Time period	Date of opening
5 /17-18	Clearance of side drains, outfalls and parallel drains along Sundernagar Hydrel channel.	6.29 lacs	12590/-	9 months	25-05-17

1. Detailed NIT/specifications and terms and conditions can be seen in the office of undersigned on any working day during working hours.
2. Earnest money shall be in the shape of demand draft of any scheduled bank, drawn in favour of Sr.Accounts Officer, BBMB Sundernagar, payable at Sundernagar.
3. The Societies will be considered at par with the contractors in respect of earnest money to be deposited.
4. Tender form shall only be issued on the presentation of following documents alongwith the application for tender form:
 - i) Latest Income Tax Return /PAN Copy
 - ii) Partnership Deed or Registration certification of the firm or company as the case may be.
 - iii) Copy of valid enlistment of contractor in the respective class/amount from State/Central, PWD, Railways, MES and other such public sector Enterprises, Autonomous bodies etc. for civil works.
 - iv) Power of Attorney as required under rule for joint venture.
 - iv) List of works executed with cost.
 - vi) The contractor /L&C society should not have been black listed by any State Govt. Department /Central Government Department, MES, Railways, PSEs etc.
 - vii) Service Tax /GST registration, if applicable.
 - viii) Allotted EPF CODE Number from Employee Provident Fund Commissioner, and latest copy of Challan of deposit of EPF of the Employees, if applicable.

Sr. Executive Engineer,
Hydel Channel & B.G. Division;
BBMB Sundernagar,

Name of work:- Clearance of side drains, outfalls and parallel drains along Sundernagar Hydrel channel.
Ch.- Mtc. of cross drainages works, bank drain and side slopes along Sundernagar Hydrel Channel & its watch & ward during rainy season for the 2016-17

Time limit: 9 months.

Sr. No.	Description	Unit	Qty.
1	Clearing of weed growth manually from different section of the drains. (Same activity has to be done three times)	Sqm	24390 x 3 =73170

Terms and Conditions:-

1. The work will be got done against work order on through rates.
2. Other terms and conditions are as per Annexure I & II

“TERM & CONDITIONS FOR THIS TENDERERS FOR THE CIVIL

WORKS TO BE EXECUTED ON WORK ORDER BASIS”

1. The reputed financially sound and eligible contractors duly registered with the State/Central PWD Railways MES and other such public sectors Enterprises, who have the experience and capacity of handling the work of such magnitude need only to give tender duly supported with the works handled by them to fulfil pre-condition of issue of Tender documents.
2. The labour and Co-operative (L&C) Societies must also produce a certificate duly numbered and signed by the registrar co-operative Society to show that:
 - i) The society is in existence and holds good reputation and there is no complaint against it.
 - ii) The society has financial capacity for execution of the work.
 - iii) the Society should produce list of works executed by them in BBMB State/Central, PWD, Railways, MES and other such public sector Enterprises/Autonomous bodies and a certificate from the concerned office regarding the satisfactory performance from Engineer-in Charge concerned and fulfill the pre condition of issue of Tender document.
3. the Tender documents can be had/downloaded upto **11:30_hrs: on 25-05-17** Date from the office of /website at the cost of Rs.**1000/-** (non Refundable) (in the shape of Demand Draft) against written request alongwith the following document:-
 - v) Latest Income Tax Return /PAN Copy
 - vi) Partnership Deed or Registration certification of the firm or company as the case may be.
 - vii) Copy of valid enlistment of contractor in the respective class/amount from State/Central, PWD, Railways, MES and other such public sector Enterprises, Autonomous bodies etc. for civil works.
 - iv) Power of Attorney as required under rule for joint venture.
 - viii) List of works executed with cost.
 - vi) The contractor /L&C society should not have been black listed by any State Govt. Department /Central Government Department, MES, Railways, PSEs etc.
 - ix) Service Tax /GST registration, if applicable.
 - x) Allotted EPF CODE Number from Employee Provident Fund Commissioner, and latest copy of Challan of deposit of EPF of the Employees, if applicable.
4. The earnest money amounting to Rs.**12590/- (twelve thousand five hundred & ninety only)** only in the shape of Bank guarantee/Bank draft drawn on any scheduled bank payable at **Sundernagar** in favor of Sr. Accounts Officer, BBMB **Sundernagar** must be attached /deposited with tender. The tender without earnest money will not be considered. The earnest money in any other form will not be accepted.
5. The earnest money shall be returned to the unsuccessful bidder after approval of the Tender.
6. Co.-Operative Societies shall be considered at par with other contractors for the purpose of depositing earnest money etc. .
7. Conditional Tenders or tender received late or tenders submitted by e-mail /through fax or incomplete tenders will be rejected outrightly without assigning any reason .
8. Detailed NIT/Design/Quantities/Specification/any other information can be seen in the office of Addl. Superintending Engineer/Senior Executive Engineer/Resident Engineer **Hydel channel & B.G Divn., BBMB Sundernagar** on any working day during working hours.
9. Acceptance of tender is subject to the approval of the competent authority and BBMB also reserve the right to reject any or all of the tenders received without the assignment of any reason.
10. The tender/ quotation/rates quoted for the work shall remain valid for a period of 120 days from the date of opening of the tender.
11. The earnest money furnished by the successful bidder, on whom the order is placed, shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the contract. Security deposits not claimed with in three year from the date of of the completion of contract shall be treated as “Lapsed Deposit” and no claim for a refund thereof shall be entertained from the contractor except under very special circumstances and for good and valid reasons.
12. The earnest money/security deposit taken from the firms/tenderer shall be forfeited under the following circumstances.

- a. If the tenderer withdraws his tender at any stage during the currency of his validity period, shall earnest money stand forfeited in full.
 - b. If the acceptance of tender has been issued but the contractor refuse 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 right of the BBMB to claim any other damage as admissible under the law as well as to take such executive action against the contractor as blacklisting etc.
 - c. Where the tender has been accepted but the contractor stops the work after partially fulfilling the work order, the security deposit shall be retained and adjusted against any loss that may be caused to BBMB through work being got completed from alternative source at the contractor risk and cost and or any other damage recoverable from the contractor under the term of work order.
 - d. In the event of a breach of work order 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.
 - e. In the event of non-compliance of removal of defects within defect liability period.
13. The work shall be completed within **9 (Nine)** month (s) .However under any unavoidable circumstances necessary permission to extend the period shall have to be specifically obtained by the executing agency from the competent authority i.e. tender approving authority of BBMB.
 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, entry tax etc. Service Tax, if applicable shall be reimbursed to contractor on production of actual payment receipt.
 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/damages to the material or structure due to the above reasons . No compensation will be paid for the same.
 16. For CSR item percentage (%) above or below the Zonal Premium should be quoted for non schedule item –Items rates should be quoted by the contractor contained in the list attached with tender form. Rates should be quoted strictly in metric units. Any other unforeseen/non schedule item should 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 NIT but covered under the Punjab CSR -2010 will be paid as per rates given in Punjab CSR + Sanctioned Zonal premium as applicable on the date of opening of tender+ tendered premium/abatement quoted by the agency.
 17. The percentage tendered premium/abatement shall be added to/sub traced-from zonal ceiling premium only ,irrespective of the manner the contractor quote his rates, whether with or without the word “Z.P.” The percentage so arrived at shall be applicable to the basic rates printed in the Punjab CSR.
 18. Before tendering, the contractor is advised in his own interest to visit the site and acquaint himself with the site condition .Later on no claim will be entertained on any account whatsoever.
 19. The Competent Authority reserve 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. Even after allotment of work ,if it is found that capacity of the contractor is not adequate and the agency fails to gear up the progress after repeated instructions of the department, the competent authority reserve the right to cancel the work as a whole or to take away any item of work or any part thereof at any stage during the execution of work, currency of the work order and re-allot it to another agency with due notice to the contractor without liability of any compensation.
 20. The quantities as given in the estimate/tender form are approximate and only for the guidance of the contractors and not for any claim etc. The quantity of work can be increased/decreased or any item of work can be withdrawn/added to and no claim on this account shall be entertained.
 21. The Engineer-in-charge has the right to change the design and specification during the execution of the work and rate will be that work under execution.
 22. 100% payment shall be made within 30 days after completion/acceptance of the work and actual measurement . However, running payments maximum once in a month, if desired by the contractor on submission of bill can be allowed. All running payments shall be treated as advance payments and any excess payment made to the contractor inadvertently or otherwise for this work or any other work shall be deducted from any payment what-so-ever payable by the department to the contractor.
 23. 10% security shall be deducted from the running bills for work done by the contractor/Societies, the same shall be refunded after six months of the final payment of bill or on completion of defect liability period whichever is later.

24. The Income tax, sale tax or any other tax i.e. work contract tax and labour welfare cess, as leviable will be deducted from the bill as per rules. Service Tax if applicable, shall be reimbursed to contractor on the production of documentary evidence, before finalization of bill.
25. The work should not be assigned to other party or subletted without the written approval of the department. In case, it is done, the work order will be terminated on its merits and the contractor will not have any claim of any sort regarding arrangement of man power/material, machinery etc.
26. 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 for the purpose.
27. Any person or agency found engaged in cartelization will be debarred from participating in the process of tendering.
28. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him:-
- I Suitable temporary huts accommodation as in the opinion of the Officer in charge of the work may be necessary.
 - ii Trench Latrines bathing enclosures and platforms separately for men and women and their regular cleanliness to the satisfaction of the office-in-charge.
 - iii Clean drinking water.
 - iv safety equipment and first aid
 - v The contractor will be held responsible, if any accident of his labour occurs at site of work.
- Note:- No labour will be allowed to reside at the site of the work without the approval of Engineer-in-Charge.
29. Fair wages clause as well as Punjab Public works labour regulations shall be binding on the contractor and he will strictly follow the terms and conditions laid therein. The contractor has to ensure that the payment to their workers be made through bank accounts on time and for the same he has to provide the under taking with his bill.
30. It will be the responsibility of contractor to ensure that BBMB property including trees, structures etc. at site or in the labour camp and in the vicinity thereof are not damaged by negligence of his labour or agent cost of such damages, if any will be assessed by the Engineer-in-Charge and deducted from the bill of the contractor.
31. Contractor shall make his own arrangement for the watch and ward of his plant and machinery etc. at site of work
32. All residuary matters, not specifically covered by the provisions of work order, shall be regulated in accordance with the rules of Punjab PWD Code/BBMB purchase procedure.
33. Cement required for construction will be supplied to the contractor at the CSR rates applicable on the date of opening of tender + C.P. and in case department does not supply the cement, the contractor will arrange cement at his own label. No charge for carriage of the said material will be paid. The contractor will take the material against the signature on indents/Register. After the delivery of the material from stores, the contractor will be responsible for the security and 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.----- per bag of 50 kg (including cost of E.C. bag)
- Note: i In addition to the above mentioned issue rates of materials, storage charges @ 3% or any other charges as per Punjab CSR/sanctioned zonal premium shall be charged etc.
- ii The recovery 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 the opening of tender shall be binding upon Contractor/ societies.
34. In case of labour rate tender, material will be supplied free of cost on the above condition at work site.
- 34- A Excess/short consumption of the material will be dealt with as per chapter 27 of the Pb. PWD specification 2013 read with chapter 27 of the Pb. CSR -2010 both amended up to date. The panel rate quoted in the above chapters will be double the issue rate of the material indicated under clause 33 supra.
35. A list of Govt. issued material (if any) remaining surplus with the contractor shall be supplied by him to the Engineer-in-Charge of the 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 so within the specified time it shall be got done by

- the Engineer-in-charge at the risk and cost of contractor. In case he fails to furnish the aforementioned list, it would be presumed that he has no such surplus material left at site.
- 36 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 at contractor cost. No extra payment for removal, loading, Un-loading and disposal of debris within the above limits will be made. In case the agency fails to remove and dispose off the debris, it will be got removed by the department at the contractors. Cost and no claim regarding the department having spent excessive amount on the removal of the debris shall be entertained.
37. Earth required by the contractor shall be brought only from the borrow areas duly approved by Engineer-in-charge.
- 38 Surplus earth as a result of excavation of foundations shall be disposed off as per approval of the Engineer-in-Charge. No earth as excavated shall be sold by the contractor to private parties nor removed otherwise.
39. All cement concrete, whether plain or reinforced shall be poured with Mechanical vibrator after mixing in a 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 mixer and vibrator at his own cost.
- 40 The work will be executed as per PWD. Specification -2013/Punjab common schedule of rates of any other amendment up to date and as per contract Agreement specification to the entire satisfaction of Engineer-in-charge. Common schedule of rates (CSR) shall be Punjab common schedule of rates up to date amendment including sanctioned zonal premium (including issue rate of material) declared up to the date of opening the tenders. Even though all the works 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 with in the contract and no claim for extra charges will be accepted, provided that there is no substantial revision in the specifications of the work in which the consequential charges in price shall be on the already approved rates after approval by the competent/sanctioning authority.
41. The quality of material to be used for the work(S) by the contractor shall be got approved from the department prior to starting of the work(s).
42. The quality of work shall be prime essence of the contract and no compromise whatsoever in this regard will be acceptable.
- 43 The Engineer-in Charge will bring into the notice of contractor if any defect is found during execution. Such action of the Engineer-in-charge shall not affect the contractor's responsibility. The Engineer-in-charge can instruct the contractor to uncover and test any work that Engineer-in-charge considers that it may be defective. Whereas such notice of defect is given, the contractor shall correct the same within stipulated time failing which defect shall not be got removed at contractor's risk and cost will be recovered from contractor's bill /security.
44. If the Engineer-in charge instruct the contractor to carry out a test specified in the specifications to check whether any work has a defect, the contractor shall pay for the test/and any sample cost etc.
45. If the Engineer-in-charge instruct the contractor to carry out a test not specified in the specifications to check whether any work has a defect and the test shows that it has, the contractor shall pay for the test/and any sample cost etc.
- 46 The Engineer-in-charge shall give notice to the contractor about of any defect before and prior to the end of defects liability period, which beings at completion and is defined in the contract data. The defect liability period shall be extended further so long as defects remain to be rectified/set right.
47. Whenever a notice to a defect is given, the contractor shall correct the notified defect within the prescribed time limit specified by the Engineer-in –charge in notice.
48. Un corrected defects : in event of the contractor failing to remedy the defect, or remove the inferior quality material that he contracted for, within a period specified by the Engineer-in-charge, as per notice given in this regard, then the contractor shall be liable to pay compensation which shall be determined by the Engineer-in-charge, depending in the nature of defect, provided that it shall not exceed the amount which will be required to set it right, by the Engineer-in Charge by making own arrangement at departmental lebel or through an outside agency.

49. In case of any delay or short supply of the material to be supplied by departmentally, no claim for any compensation shall be entertained due to interruption in the work or the labour thus tendered idle. However contractor shall arrange such quantity/quality of material/Cement as ordered by the Engineer-in-charge at his own cost at the lowest market rate and no recovery of cost/quantity of such material will be made from contractor bill. The difference of cost of material if any than the stock issue rates as provided in departmental rates shall be paid to the contractor.
50. As per decision of the Hon'ble Supreme court no over loading is to be done by the contractor. If it is found that over loading 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 contractor. Full rates shall 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.
51. If the work is to be carried out in the restricted area, the work permits for contractor's labour and material will have to be obtained by the contractor from the BBMB.
52. In the event of 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% ordered value/contract value for the period of delay in completion.
53. Arrangement of water and Electric Power required by the contractor for the work shall be made by him at his own cost. Water charges shall be deducted from bill of contractor if department water is used by the contractor @ half percent of gross value of work done. In case electric supply is made by the department on the request of the contractor, the recovery of the electricity charges shall be made as per prevailing commercial rates.
54. In case of any dispute between contractor and department during execution of work the matter shall be referred to concerned competent authority to approved the tendered rates/work order whose decision shall be final and binding on the contractor and department.
55. In case of any dispute between the parties, local court at **Dy. C.E. BSL Circle No: 1, BBMB, Sundernagar** shall have the jurisdiction to settle/decide and adjudicate upon such matter.
56. Any material left at the site of work after a month from the completion of work shall become the property of the BBMB and no part payment shall be made to the contractor for such material
57. Defects liability period will be **9 (Nine)** weeks/months /years calculated from the completion date of the work/project.
58. The contractor on or after award the work depute a qualified having sufficient experience in carrying out the work.

TECHNICAL TERMS & CONDITIONS

1. The detail of area to be cleared of side drains, outfalls and toe drains along Sundernagar Hydel channel is as per detail given in "Annexure-II". The contractor shall acquaint himself fully with the area and working condition at site. All difficulties arising at site during working shall be tackled by the contractor himself at his own cost/risk.
2. Clearance of drains, outfalls and toe drains means there shall no weed, growth, vegetation, left in drain section and cleaning of drains by removing whole mud, another material from the drain in all respect.
3. The given area under contract shall be completely cleared from weed growth, shrubs, vegetation, muds jungle bushes muds and other material etc. as per condition.
4. Method adopted by contractor for removal and clearance of weed growth shall be of any standard and removing of mud from drain by safe practices which is approved by the Govt. and before adopting any method, he shall get it approved the same from Engineer-in-Charge.
5. All material, tools, machinery, equipment and accessories required for the work shall be arranged and provided by the contractor at his own cost.
6. Contractor shall provide all the necessary equipment and accessories required for the health and safety to his staff at his own cost. He shall be responsible for any health and safety hazards to his staff on the work.
7. Contractor will be responsible for maintain proper hygienic conditions on the site of work. He will have to keep the site area and clear all kind of litter/garbage at his own risk and cost.
8. Contractor shall provide and deploy the required staff as per norms for this work. He shall also deploy supervisor as per actual requirements to control, supervise & give directions to contractor's personnel carrying out the work.
9. Contractor shall abide by all the relevant Laws and Statutory Requirements covered under Minimum Wages Act. (Contractor Labour Regulation & Abolition Act. 1970 and Relevant provisions of the Act.) With regard to the person engaged by him for the work. He shall be liable for any penalty to comply with the Regulations.
10. Any misbehave or misconduct by contractor's staff with the department's representative shall not be acceptable and for such an incident, contractor shall be penalized with penalty as decided by the Engineer-in-Charge along with immediate removal of such workmen from the sit of work.
11. All liabilities towards workmen deployed by the contractor regarding accidents or death while on duty shall be borne by the contractor. The contractor shall bear all the expenses meaned on workmen on account of any illness, accidents, natural calamities etc.
12. Department shall have the right to ask for removal of any workmen deployed by the contractor found negligent and dereliction of his duties.
13. Offence of any kind and regulation by the contractor staff will be the responsibility of contractor and any penalty imposed for such violations shall be borne by him.
14. The contractor shall abide by all the Rules & Regulations of Environmental Protection & Waste Disposal as and when notified by the Government. He shall be liable for any penalty, if not complied with the Regulations.
15. Garbage and litter of any kind shall not be allowed to be burnt. In case it is found burnt then no payment shall be made to the contractor for the work done in that phase.
16. Collection, removal and disposal of the Garbage / waste to generated from the work shall have to be done by the contractor in the hygienic way. Garbage collected should be transported & disposal on the same day at the disposal site suggested by the department. However, if it found that waste collected is not disposed on the same day or the disposal of waste has been made at the site other than the designated site then contractor shall not be paid for the work done on that day. In such cases the work will be done departmentally and recovery for the same will be done at double rates. If the lead is

more as including in the CSR items for the disposal of Garbage/waste the vehicle will be provided by the department free of cost.

17. During execution of the work, any damage done to Government property shall be the responsibility of the contractor and the same have to be made intact by him at his own cost within 7 days from the day of damage done. However, if he fails to make it intact than the expenditure so incurred by the Department on making it intact shall be recovered at the double cost from the contractor.
18. Contractor shall submit the details of area cleared / removed after each completion of removal cycle. Department shall physically check and verify the area cleared to the full satisfaction of work in-charge, the measurement be made.
19. Payment shall be made to the contractor after completing each cycle of the removal & clearance of weed growth, mud and other material from the drain. The basis of payment to contractor shall be on actual measurement of area cleared on that particular cycle at site.
20. The work shall require to be completed within its cycle period and if contractor fails to complete the same, penalty @ 10% of incomplete work in that particular cycle shall be recovered from his payment.

Sr.Executive Engineer,
Hydel Channel & BG Divn.
BBMB,Sundernagar.

