

भाखडा ब्यास प्रबन्ध बोर्ड

(विधुत शाखा)

निविदा संख्या : 06/2016-2017

प्रतिनिविदा जारी करने की तिथि : 01.11.2016

कार्य का नाम :- Wrk for Strengthening & Raising the height of existing boundary wall at 220 KV GSS BBMB Hisar

निविदा की फीस :- राशि 1000 /-

फर्म का नाम :-

BHAKRA BEAS MANAGEMENT BOARD (P.W.)

TENDER NOTICE

1. Tender Reference: NIT No. 06 /2016-17 dt. 01/11/2016
2. Scope of Tender: Work for Strengthening & Raising the height of existing boundary wall at 220 KV GSS BBMB Hisar
3. Due date/time for submission of offer 05/12/2016 up to 03.00 PM
4. Earnest Money Deposit: Rs. 7700/-
5. Estimated cost Rs 7, 63,345/-

The detailed N.I.T. may be downloaded from B.B.M.B. Website www.bbmb.gov.in.

(ई. तरुण दिवान)
वरिष्ठ कार्यकारी अभियंता
परिचालन एवं अनुरक्षण मंडल
बीबीएमबी, हिसार।

BHAKRA BEAS MANAGEMENT BOARD

TENDER NOTICE

- | | | | | | | | | |
|----------------|---|--|----------------|-----------------------|------------|------------|---------------|-------------|
| 1) | No. & Date of Tender: | NIT No. 06 /2016-2017
Date- 01/11/2016 | | | | | | |
| 2) | Name of the concerned office: | Sr. Executive Engineer
O&M Division, BBMB, Hisar. | | | | | | |
| 3) | Name of work: | Work for Strengthening & Raising the height
of existing boundary wall at 220 KV GSS
BBMB Hisar | | | | | | |
| 4) | Approx. cost of work: | Rs. 7, 63, 345/- . | | | | | | |
| 5) | Earnest money | Rs. 7700/- | | | | | | |
| 6) | Last date of receipt & opening
of tender : | <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><u>Receipt</u></td> <td style="text-align: center;"><u>Opening tender</u></td> </tr> <tr> <td style="text-align: center;">05/12/2016</td> <td style="text-align: center;">05/12/2016</td> </tr> <tr> <td style="text-align: center;">Up to 03.00PM</td> <td style="text-align: center;">at 03.30 PM</td> </tr> </table> | <u>Receipt</u> | <u>Opening tender</u> | 05/12/2016 | 05/12/2016 | Up to 03.00PM | at 03.30 PM |
| <u>Receipt</u> | <u>Opening tender</u> | | | | | | | |
| 05/12/2016 | 05/12/2016 | | | | | | | |
| Up to 03.00PM | at 03.30 PM | | | | | | | |

The detailed N.I.T. may be downloaded from B.B.M.B. Website www.bbmb.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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Bhakra Beas Management Board (PW)

Notice Inviting Tender No. 06/2016-2017 Dated 01/11/2016

Sealed tenders are invited on behalf of BBMB for the following works at 220 KV Sub Station BBMB Hisar 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 Hisar up to 3.00 P.M. 05/12/2016 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 Hisar on cash payment of Rs. 1000/- (Rs. One thousand only) on any working day and up to 01.00 noon on 05/12/2016 However the tender form can also be downloaded from the BBMB website www.bbmb.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, Panipat :-

Sr. No.	Description of work	Approx. Cost (In Lacs)	Earnest Money	Completion period	Tender Cost (Rs.)
1	Work For Strengthening & Raising the height of existing boundary wall at 220 KV GSS BBMB Hisar	07.64/-	7700/-	Three Month	1000/-

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भाखडा ब्यास प्रबन्ध बोर्ड(विधुत खंड)

निविदा आमंत्रण सूचना -06/2016-2017 दिनांक 01/11/2016

सीलबंद निविदाएं अनुभवी एवं प्रतिष्ठित ठेकेदारों से जो सी.पी.डब्ल्यू. रेलवे, एम.ई.एस तथा बिजली बोर्डों में पंजीकृत तथा निम्नलिखित योग्यता रखते हों, से नीचे दर्शाये गये कार्य को 220 के.वी. उपकेंद्र, बीबीएमबी, हिसार में पंजाब सीएसआर-2010 के अनुसार कार्य करने हेतु आमंत्रित की जाती है।

निविदा वरिष्ठ कार्यकारी अभियंता, परिचालन एवं अनुरक्षण मंडल, बीबीएमबी, हिसार के कार्यालय से दिनांक 05/12/2016 को उपरान्ह 03:00 बजे तक प्राप्त की जाएगी एवं उसी दिन उपरान: 03:30 बजे उपस्थित निविदाकार या उनके द्वारा अधिकृत प्रतिनिधियों (जो उपस्थित होंगे) के समक्ष खोली जाएंगी। निविदाएं प्राप्ति एवं खोलने की तिथि को राजकीय अवकाश घोषित हो जाने पर निविदाएं अग्रिम कार्य दिवस को प्राप्त की जायेंगी एवं खोली जायेंगी।

निविदाओं के नियम, शर्त एवं अनुसूची मात्रा वरिष्ठ कार्यकारी अभियंता, परिचालन एवं अनुरक्षण मंडल, बीबीएमबी, हिसार के कार्यालय से निविदाकारों द्वारा किसी भी कार्य दिवस को निविदा खोलने की तिथि 05/12/2016 अपरान्ह 01:00 बजे तक मात्र राशि 1000/- (निविदा शुल्क) के नकद भुगतान पर प्राप्त किए जा सकते हैं। निविदा दस्तावेजों को बीबीएमबी वेबसाइट www.bbmb.gov.in से भी लिया जा सकता है। यह निविदा तभी स्वीकार्य होंगी यदि निविदा शुल्क की राशि का नकद भुगतान किया हो अथवा निविदा देते समय वरिष्ठ लेखाअधिकारी, बीबीएमबी, पानीपत 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 लेखा अधिकारी, बीबीएमबी, पानीपत के पक्ष में डिमाण्ड ड्राफ्ट के रूप में निविदा देते समय जमा करनी होगी।

क्रम संख्या	कार्य का नाम	अनुमानित लागत लाखों में	धरोहर राशि	कार्य अवधि	निविदा शुल्क
1.	220 केवी उपकेन्द्र बीबीएमबी, हिसार में चार दिवारी की उंचाई बढ़ाने का कार्य ।	07.64/- लाख	7700/-	तीन माह	1000/-

(ई. तरुण दिवान)

वरिष्ठ कार्यकारी अभियंता

परिचालन एवं अनुरक्षण मंडल

बीबीएमबी, हिसार।

भाखडा ब्यास प्रबन्ध बोर्ड(विधुत खंड)

1.	निविदा प्राधिकारी	वरिष्ठ कार्यकारी अभियंता परिचालन एवं अनुरक्षण मंडल, बीबीएमबी, हिसार।
2.	निविदा का कार्यक्षेत्र	220 केवी उपकेन्द्र बीबीएमबी, हिसार मे चार दिवारी की उंचाई बढ़ाने का कार्य ।
3.	निविदा संदर्भ क्रमांक	06/2016-2017 दिनांक 01/11/2016
4.	निविदा जारी करने की अंतिम तिथि	05/12/2016 दोपहर 01:00 बजे तक
5.	निविदा प्रस्तुत करने की देय तिथि व समय	05/12/2016 दोपहर 03:00 बजे तक
6.	निविदा खोलने की तिथि व समय	05/12/2016 दोपहर 03:30 बजे
7.	निविदा फीस	राशि 1000/-
8.	धरोहर राशि	राशि 7700 /-
9.	पत्र व्यवहार के लिये पता	वरिष्ठ कार्यकारी अभियंता परिचालन एवं अनुरक्षण मंडल, बीबीएमबी, हिसार।
10.	निविदा विवरणी	वरिष्ठ कार्यकारी अभियंता परिचालन एवं अनुरक्षण मंडल, बीबीएमबी, हिसार।
11.	वेबसाइट पर डालने की तिथि	
12.	वेबसाइट से उतारने की तिथि	
13.	कैटेगरी	सिविल

(ई. तरुण दिवान)

वरिष्ठ कार्यकारी अभियंता
परिचालन एवं अनुरक्षण मंडल
बीबीएमबी, हिसार।

भाखडा ब्यास प्रबन्ध बोर्ड(विधुत खंड)

(निविदा सूचना)

1	निविदा संदर्भ क्रमांक	06/2016-2017 दिनांक 01/11/2016
2	निविदा का कार्यक्षेत्र	220 केवी उपकेन्द्र बीबीएमबी, हिसार मे चार दिवारी की उंचाई बढ़ाने का कार्य ।
3	निविदा प्रस्तुत करने की देय तिथि व समय	05/12/2016 दोपहर 03:00 बजे तक
4	धरोहर राशि	राशि 7700 /-
5	अनुमानित लागत	राशि 07,63,345/-

निविदा का विस्तृत विवरण बीबीएमबी वेबसाइट www.bbmb.gov.in पर उपलब्ध है।

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वरिष्ठ कार्यकारी अभियंता
परिचालन एवं अनुरक्षण मंडल
बीबीएमबी, हिसार।

Name of Contractor: -----

Name of work: Work for Strengthening & Raising the height of existing
Boundary wall at 220 KV GSS BBMB Hisar

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. BBMB, Hisar

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	Wrk for Strengthening & Raising the height of existing boundary wall at 220 KV GSS BBMB Hisar	If several sub-works are included they should detailed in separate list.
(b) Estimated cost	Rs. 07.64 /- Lacs	Variation 01 to 15% of the estimated cost of the work will be according to the requirements of the case.
(c) Earnest money	Rs.7700/-	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	Three Months	

(Er. Tarun Dewan)
Sr. Executive Engineer
O&M Divn BBMB Hisar.

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 Signature of witness to
 before submission of tender Contractors signature.

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 Hisar

(Er. Tarun Dewan)
 Sr. Executive Engineer
 O&M Divn BBMB Hisar.

1. **Pre- Qualification for Tender:-**

- A) The tenderer can purchase the tender documents only after production of below mentioned documents in the office of Sr. Xen/O&M/Divn. BBMB Hisar on payment of Rs.1000/- in shape of demand draft in favour of Sr. Accounts Officer, BBMB, Panipat or cash in lieu of cost of tender fee. The Downloaded tender will be accepted only in case the tenderer have consent of Sr. Xen/O&M/Divn. BBMB Hisar in writing regarding fulfillment the pre-qualification requirement of NIT. Pre-Qualification for the work is as under:-
- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs 7,63,345/- (Seven Lacs Sixty three thousand and three hundred and forty five only). The bidder should submit requisite copy of the annual turnover duly certified by Authorized Chartered Accountant/ Equivalent Certifying Authority.
 - (ii) Experience must have completed similar nature of civil work during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:-
 - a) Three Similar Civil completed works costing not less than the amount equal to 40% of the estimated amount i.e. Rs 7,63,345/- (Seven Lacs Sixty three thousand and three hundred and forty five only). and out of them one work should be similar nature as mentioned below.
 - Or
 - b) Two Similar Civil completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs 7,63,345/- (Seven Lacs Sixty three thousand and three hundred and forty five only). and out of them one work should be similar nature as mentioned below..
 - Or
 - c) One Similar Civil completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs 7,63,345/- (Seven Lacs Sixty three thousand and three hundred and forty five only).
 - iii) Latest Income Tax Return / PAN copy.
 - iv) Copy of valid enlistment of contractor in the respective Class from State / Central PWD, Railway, MES and other such Public Sectors Enterprises.etc. for Civil / Electric work.
 - v) The satisfactory performance certificate of the work already executed with cost from State / Central PWD, Railway, MES and other such Public Sectors Enterprises must be taken from the client for whom the bidder has executed the works and it should be signed by the officer not below the rank of Executive Engineer or Equivalent officer.
- The Similar Civil works means construction of Building, Boundary Wall, Road, Footpath of cement concrete etc. works in State / Central PWD, Railway, MES or other such Public Sectors Enterprises or Autonomous bodies and Similar works means that tenderer must have completed similar nature of work.

Price Bid

The price bids will be opened only if the bidders satisfy the Pre-bid qualifications. This part shall contain complete price bid of the tenderer. The quoted prices shall be firm inclusive of all taxes except Service Tax. The part of the Service Tax pertaining to BBMB shall be directly paid to Ministry of Finance, G.O.I. The part of Service Tax pertaining to bidder shall be reimbursed to him on production of actual payment receipt as per applicable Service Tax Rules.

Earnest Money:

The tenderers shall be required to submit Earnest Money through Demand Draft drawn in favour of Sr. Accounts Officer, BBMB, Panipat. However if the EMD amount exceeds Rs.1 lac, it may also be accepted in the shape of Bank Guarantee. Deposit at receipt or FDR duly pledged valid for at least one year in the first instant and extendable till the contractual period (only in case of a successful bidder, on whom the order is placed). The above document must be submitted physically in the office of Sr. Xen/O&M/Divn. BBMB, Hisar.

2. **PRICES – FIRM**

The quoted prices shall be firm inclusive of all taxes except Service Tax. The part of the Service Tax pertaining to BBMB shall be directly paid to Ministry of Finance, G.O.I. The part of Service Tax pertaining to bidder shall be reimbursed to him on production of actual payment receipt as per applicable Service Tax Rules. If the Zonal Premium on Pb. CSR 2010 increases or decreases, the Zonal Premium considered in the bid form shall remain firm. It shall be applicable during the tendering process and execution of work.

3. Offers/tenders will be opened on the date and time prescribed in the NIT/Enquiry in the presence of authorized representative of tenderer, who actually submitted the tenders if they present themselves at the time of opening of tender. In case the date of opening of tenders falls on a holiday or holiday is subsequently declared on that date, the tenders will be opened on the next working day following the holiday.
4. This office reserves the right to accept/reject any or all the tenders without assigning any reason.
5. Department reserves the right to split the work among more than one Contractor or to increase/decrease the scope of work
6. The required drawings can be seen on any working day in the office of Sr. Xen/O&M/Divn. BBMB Hisar.
7. Conditional tender or not on prescribed forms or without requisite amount of earnest money in the required shape shall not be accepted.
8. Any correspondence amending prices and any other conditions after the opening of the price bid shall not be entertained.
9. Tenderers should note that in case of award of contract they shall themselves be responsible for compliance of various provisions of EPF Act, if applicable being the principal employer. All obligations arising on this account shall be their responsibility and BBMB shall have nothing to do with it.
10. The purchase procedure issued by BBMB shall be invariably followed.
11. The tenderer, whose tender is accepted security @10% of the gross amount, will be deducted from each bill.
12. The offer shall remain open for acceptance for a period of 120 days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the Contract Agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter or signing of Contract Agreement whichever is later. The earnest money will be forfeited and further action will be taken.
13. On acceptance of the tender, the firm shall arrange the availability of an accredited representative, fully authorized in writing at the site of work to receive instructions of the Engineer-in-charge or his representative and to ensure prompt compliance thereof.
14. The Competent Authority does not bind itself to accept the lowest rate or any tender and reserves to itself, the right of accepting the whole or part of the tender and tenderer shall be bound to perform the same at the quoted rates.
15. Sales tax/VAT or any other tax on the material or the turnover shall be payable by the contractor and the department will not entertain any claim in this respect. Service Tax if applicable shall be reimbursed to contractor on production of actual payment receipt.

16. Before filling the tender, the site shall be visited by the representative of the firm and satisfy itself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, installation of Tools and Plants etc. accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No Claim, what so ever, on such account shall be entertained by the department in any circumstances.
17. The tenderer shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
18. Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
19. Unless otherwise stated the contract shall be for the whole work as described in the "Bid Form". The contractor shall be bound to complete the whole work as described in the schedule of items of works including the additional items if any, as per instructions. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
20. Tenderers will have to comply with all rules & regulations under Factory Act, Industrial dispute Act, EPF Act, Labour Laws Bonus Act & Retrenchment Act etc.
21. Tender documents can be downloaded from the website www.bbmb.nic.in.
22. Incomplete tender or tenderers not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
23. The dismantled materials got from the work shall be handed over to BBMB as directed by Engineer- in- Charge.
24. The tenderer either should have Service Tax No. or have applied for the same. The payment shall be released only after getting the Service Tax registrations done. Present rate of service tax @15%. However service tax at the time of execution of work will be applicable.
25. The completion time of the work shall be 90 days reckoned from the date of issue of letter of intent or allotment letter or Work Order whichever is earlier.
26. Difference of cost of cement bag and steel will be deducted from bill as per CE/TS BBMB Chandigarh memo no. 404/09/ L-542 dated 25.02.2016.
27. If required, 65% of old brick will be used and rate will be deducted from the bill as per CSR.
28. 35% of old brick bats will be used, if required.

(Er. Tarun Dewan)
Sr. Executive Engineer
O&M Divn BBMB Hisar.

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 contractor 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 explanations for non-compliance 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 completed in all respects.
- ii. Conditional tenders, telegraphic through telefax, fax, tenders not to prescribed forms or tenders without earnest money in the required shape shall not be accepted.
- iii. The tender shall be sent in two separate envelope one envelope containing the main tender, (all copies) and the other containing the earnest money and pre-qualifications documents. While opening the tenders the envelope containing earnest money and pre-qualifications required documents shall be opened first and in case the deposit of the earnest money or pre-qualifications documents is in accordance with the terms of notice inviting tender only then the second envelope containing the tender shall be opened.
- iv. Quotations/ Tenders should be enclosed in double covers both addressed to Sr. Executive Engineer, O&M Divn. BBMB Hisar. 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.
- v. 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.
- vi. 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.

Note:- The Downloaded tender will be accepted only in case the tenderer have consent of Sr. Xen/O&M/Divn. BBMB Hisar in writing regarding fulfillment the pre-qualification requirement of NIT. Pre-Qualification for the work.

1.2 TENDERS TO BE INVALIDATED:

The tenders must be complete in all respects. Incomplete tender will not be accepted.

1.3 INSPECTION OF SITE BY THE TENDERERS:

Tenderers 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 equipment and the extent of maintenance required to keep it into a serviceable condition.
- ii) The type and extent of access roads to be provided by the contractor including its maintenance for the transportation of equipment.
- iii) The type of number and 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 materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc., all which may effect the work or cost thereof.

1.4 SIGNING OF THE TENDERERS

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

1.5 EARNEST MONEY

The contractors shall be required to submit earnest money through Demand Draft drawn in favour of **Sr. Account Officer, BBMB, Panipat.**

Public Sector Undertakings fully owned by the Pb. Govt./Central Govt./Other State Govt. shall be exempted from depositing earnest Money provided that a certificate of Govt. Ownership shall be submitted in the envelope for earnest money.

Earnest money to the unsuccessful Tenderer will be refunded after award of contract order to the successful Tenderer.

The earnest money / security deposit taken from the contractor shall be forfeited in part or in full under the following circumstances.

a. If the Tenderer withdraws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.

b. If work order 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 Board sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take such executive action against the contractor as black listing etc.

c. In the event of a breach of contract in any manner, the security deposit shall be forfeited and adjusted against the claim of the Board on the contractor for any damages or any loss sustained by the Board on account of such occurrence.

d. Where the work order 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 the Board through risk & cost from alternative source and/or any other damages recoverable from the contractor under the terms of the contract.

e. Security deposits not claimed within three years from the date of completion of work order/contract, including the period of warranty shall be treated as lapsed deposits and no claim for a refund thereof shall be entertained from the contractor thereafter.

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 EVERYTHING NECESSARY

a) Prices and rates quoted shall include cost of all material charges for labour including all leads and lifts, tools plant, mobilizing and demobilizing equipment, consumable such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures settings out, transport charges, taxes royalties, Octroi except service tax for temporary/ permanent works 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 else necessary. 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. Such quoted rates/prices should preferably remain firm for the entire duration of the contract.

b) The unit rates quoted shall take into account details of construction which are obviously and 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 of all items up to 35% variation in the contract price.
- d) For the item exceeding 35% of contract value, the rates mutually agreed by the contractor and BBMB shall be paid.
- e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings issue along with the specification.
- f) The rates quoted shall be good forwards below or above ground level, irrespective of elevations unless separate rates are called for different elevations.
- g) The rates should be quoted in figures as well as in words.

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 token 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 VALIDITY OF TENDERS :

The tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of tenders, unless specified otherwise.

1.12 POST TENDER MODOFICATIONS :

No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by BBMB. The earnest money of any 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 for further action like suspension of business dealing/ blacklisting.

1.13 OCTROI AND OTHER DUTIES :

All Charges on account of Octroi, royalties, terminal or sale tax and or other duties on material obtained for the work (excluding materials provided BBMB on payment) shall be borne by the contractor.

1.14 PATENT RIGHTS :

The Contractor shall fully indemnify BBMB or the Engineer-in-Charge against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respects of any article /or part thereof included in the contract.

In the event of any claim made or action brought against BBMB in respect of the matters aforesaid the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specification directions issued by BBMB but the contractor shall pay any royalties payable in respect of any such cases.

1.15 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.
- 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.

1.16 SPLITTING OF WORK :

The BBMB reserves the right to split up any %age of the work in the scope of contract among more than one contractor at the stage of initial award of contract or during the progress of work due to unsatisfactory progress of work by the contractor. 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 inspect Labour, T&P and materials at the contractor's cost at any stage of work, if the progress is not commensurate with the committed schedule fixed by the Engineer-in-chief and the contractor will not have any right to object.

1.17 BID/CONSTRUCTION DRAWINGS :

The work shall be done as per drawings supplied by the department / instruction/ specification/codes etc. The list of drawings given in the tender documents is intended only to convey to the tenderer a general idea of the type and 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 the award of contract to suit work/ project priorities. The construction designs can also be revised due to any reason whatsoever before execution of the 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 purpose and also due to any revision of the construction drawings issued before execution of that part of the work. It may be necessary for the contractor to modify his work programme in consultation with Sr.Xen to be in line with the issue of construction drawings and o suit project requirements. Contractor will not be eligible for any extra claims or extension of time on this account.

1.18 OPENING OF TENDER AND SIGNING OF CONTRACT AGREEMENT :

Sr.Xen/O&M/Divn. BBMB, Hisar or his duly authorized representatives will open tenders on date, time and place in the presence of any or all the Tenderers or their authorized representative on the production of letter or authority, who may like to be present at the time of opening of the tender and they will append their signatures in the tender register in token of their presence.

In the event of tender being accepted an intimation shall be given to the contractor, who shall thereupon attend office of Sr.Xen to sign copies of the specification and other documents to execute the contract agreement within 15 days of the issue of such intimation failing which acceptance of his tender shall be cancelled and earnest money be forfeited. No Payment will be released unless the agreement has been signed.

(Er. Tarun Dewan)
Sr. Executive Engineer
O&M Divn BBMB Hisar.

SECTION : II : GENERAL CONDITIONS OF CONTRACT

2.1 SCOPE OF CONTRACT :

The contract comprises the planning, erection, completion and maintenance of the works and except, in as far as the contract otherwise provides the provisions of all labour, materials, supervision, storage, constructional plant, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and everything whether of a temporary or permanent nature required in 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 drawing 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 be 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 and for 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 the construction erection, completion and maintenance of works.

2.3 FIRE FIGHTING EQUIPMENTS :

Contractor shall provide and maintain adequate portable firefighting 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 :

Contractor will make his own water supply arrangement for construction as well as drinking purposes by installing tube wells, jet pumps, etc. and laying distribution pipes wherever required. However if the water supplied by the BBMB the water charges will be deducted @1/2% of the work done. Contractor will make his own electricity arrangement.

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 Sr. Executive Engineer or his deputed representative to check his work. Instruments brought by contractor shall be in good working conditions, recently calibrated and are subject to approval by Sr. Executive 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 ,ORDERS ETC:

The contractors shall execute the whole and every part of the work strict accordance with the drawings & specifications. The contractor shall also confirm exactly and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Sr.Xen lodged in his office and or supplied to the contractor.

2.6.1 ALTERATION IN DRAWING AND SPECIFICATION NOT TO INVALIDATE THE CONTRACT:

The BBMB shall have power to make any alterations or omissions from any addition to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the BBMB and such alterations, additions ,omission or substitution shall not invalidate the Contract Any altered, additional or substituted work which the Contractor may be directed to do in the matter above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main works and at the same rates as are specified in the Tender for the main works.

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.
- 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 properties.

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 all 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 BY 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.

2.11 WORK TO PROCEED UN-INTERUPTED

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 for 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 SHIFT:

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 is in progress, sufficient lights shall be provided by the contractor at his cost to safe guard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated areas and underground open structures shall be property 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 Sr. Executive Engineer. His site engineer shall be responsible for all aspects of the work at the site and shall take instructions from the Sr. Executive Engineer and carry out his instructions. All temporary electrical installations shall be supervised by a qualified electrical supervisor of the contractor.

If the contractor fails to deploy the above stated staff in full/ part thereof to the satisfaction of Engineer-in charge, the deptt. Will have option to employ the full or part staff as mentioned above after serving 10 days notice to the contractor. The amount so paid towards the salary of the staff will be recovered from the contractors due payments with the department BBMB will have full powers to employee and staff in full or part thereof required for the faithful execution of work.

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 then. All such temporary protective measures shall be at contractors cost and any damage to works shall be made good to the satisfaction of the Engineer by the contractor at 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-majeure 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 contractors 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 overall 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 competent authority.

2.18 COMPLIANCE TO REGULATIONS ANY BYE LAWS :

The contractor shall confirm to the provision of any statute in relation to the work and regulations and by e-laws of any local authority and of any central/ state department or undertakings 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 e-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-in-charge 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 persons are skilled and experienced in their respective trades. The Engineer-in-charge shall have full power at all times to object to the employment of any workmen, foreman or other employee on the work by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge 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-in-charge 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-in-charge. The contractor shall not be entitled to demand the reasons from the Engineer-in-charge for requesting the removal of any such workman, foreman or other employee.

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 or his representative and his subordinates and his supervisor 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-in-charge 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 authorized 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 incharge 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 there of taken before the same is so covered up or placed beyond the reach of measurement any work with 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 contractors expenses or in default thereof no payment or allowance shall be made for such work or 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 for which the certificate of the Engineer shall be final, from any sums that may be at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of 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 can not give his full attention to the work. The contractor or his agent shall be present at the site (s) and shall superintend the execution of the work or work 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 person 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 proceeding 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 ASSIGNMENT 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 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 or his good works 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 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 this 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 or 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 the 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-in-charge 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 owner 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 however 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 be paid at contract rates, for the full amount of the work executed including such additional work e.g. clearing of site etc. as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer) to 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.

(Er. Tarun Dewan)
Sr. Executive Engineer
O&M Divn BBMB Hisar.

SECTION III : PERFORMANCE OF THE CONTRACTOR & 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 gross value of work done. Such deduction is to be held by owner/engineer by way of security deposit. All compensation or other sums 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 may 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 FORFEITED :

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 BBMB .

i) To rescind the contract (of which recession notice of 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 BBMB.

ii) The employ labour paid by the BBMB, to supply materials to carry out 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 respects 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 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 the 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 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 alternative (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 unavoidable 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 think 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 BBMB 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 eventuality has ceased. Appropriate extension in time of completion shall be granted.

3.5 EXTRA ITEMS :

Wherever possible rates for extra items of work which are not covered under various specifications shall be derived from the quoted rates of the contractor for similar items. In case where the rate for any extra items of work cannot be derived/ worked out from the quoted rates of the contractor the rates for such items shall be worked out as follows:-

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 the contract, the rates for such items/ 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 exist 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 deployed (excluding supervisory staff) 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 materials and 21.50% of cost of labour as enumerated above shall be added towards contractor profit including supervision and overhead charges etc. Amount of 10% shall not be paid over the cost of materials supplied by the BBMB.

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 rates, 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 10th 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 claims not so included, whatsoever be the circumstances.

3.6 FACILITIES TO BE PROVIDED :

a) Stores

The contractor shall be supplied with such materials and 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 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 BBMB 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 at 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 workshop.

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 complete 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 where 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 BBMB :

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 BBMB by the contractor in respect of this contract or any other contractor or work orders or on any account whatsoever, may be deducted from any sum whatsoever payable by the owner to the contractor either in respect of this contract or any work order or contract or on any other account by any other department of the BBMB.

In case after completion of the work and final payment to the contractor, it is found on account of general audit, technical audit, and/ or any other reason whatsoever that any amount is recoverable from the contractor, it shall be lawful for the BBMB to recover the same in any manner specified as above.

3.10 ACTION WHERE NO SPECIFICATIONS:

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 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, shall 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 instruction book serially numbered will also be kept at site office and day to day instruction will be given in that book. Contractor's representative shall report every day to see this instruction 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 damaged to work till they are handed over as a result of floods, earthquakes, wars, rains, storms and other such acts of god etc. The BBMB 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/ in-charge. 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 the contractor and shall be reckoned from the date on which 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 the essence of the contract on the part of the contractor) 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 or part thereof , 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% of the estimated or actual cost of work whichever is higher.

3.15 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

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 and reconstruct the work as specified in whole or in part, as the case may require or as the case may be, remove 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.

3.16 PAYMENTS :

a) The contractor shall submit all bills on the printed forms 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 actual done and complete, 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 as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the 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 affect the contract. The final bill shall be submitted by the contractor within one month of completion of the work otherwise the 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 or 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 BBMB may refuse or suspend payment 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 producing written authority enabling him to give effectual receipts on behalf of firm.

3.19 SETTLEMENT OF DISPUTES AND ARBITRATION :

i) if any dispute or difference of any kind whatsoever shall arise between the BBMB /its authorized representatives and the contractor in connection with or arising out of this contract or the execution of work there-under.

ii) Whether before its commencement or during the progress or after its completion and/or whether before or after the termination abandonment or breach of the contract, it shall, in the first instance be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of sixty days after being requested by the contractor in writing to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as here-in after provided, be final and binding upon the contractor. In case the work is already in progress the contractor on receipt of the decision of the Engineer-in-Charge as aforesaid, with all due diligence. Whether any of the parties requires arbitration as here in after provided or not.

iii) If the Engineer-in-Charge has conveyed his decision to the contractor and no claim has been filed by the contractor within a period of sixty days from the date of receipt and binding upon the contractor and will not be a subject matter of arbitration at all.

iv) If the Engineer-in-Charge fails to convey his decision within a period of sixty days after being requested as aforesaid the contractor may within further sixty days of the expiry of the first sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as herein after provided.

v) All disputes or differences in respect of which the decision is not final and conclusive. The request of either party made in a communication sent through Registered A.D post, be referred to the sole arbitration as Arbitrator by the competent authority i.e. Chairman, BBMB (to be conveyed through Engineer-in-Charge).

vi) Chairman, BBMB shall have the authority to change the Arbitrator on an application by either the contractor or the Engineer-in Charge requesting change of Arbitrator giving reasons thereof. Either before the start of the arbitrating proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as application for change of Arbitrator is filed before the Chairman, BBMB and a notice thereof are given by the applicant to the Arbitrator. The Chairman after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously appointing a technical officer not below the rank of a Superintending Engineer as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearing from the point these were suspended before the previous Arbitrator.

vii) The reference to the Arbitrator shall be made by the claimant party within 120 days from the date a dispute of claim arises during/after execution of the work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within 180 days from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor by the Engineer-in-charge to the effect that his final bill is ready whichever is earlier.

viii) It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount under each claim and shall furnish a "deposit at call" for ten percent of the amount claimed on a Scheduled Bank in the name of deposit till announcement of the award. In the event of an award in favors of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any shall be forfeited any paid to the other party.

ix) The provisions of the Arbitration and conciliation Act, 1996 as modified and amended upto date coupled with statutory enactments there under shall be applicable to the arbitration proceedings under this contract.

x) The Arbitrator shall give his award separately against each claim, dispute of counter-claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.

xi) The independent claims of the party other than the one seeking Arbitration as also the counter-claims of either party shall be entertained by the Arbitrator.

xii) The venue of arbitration shall be such place or places may be fixed by the Arbitration in his sole discretion. The work under the contract. If not completed shall continue during the arbitration proceedings.

xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default. The stamp fee shall recoverable from any sum due to such party under this or any other contractor.

xiv) Neither party shall be entitled to bring a claim for arbitration if it is not filed as per the time period already specified or within six months of the following:-

- a) of the date of completion of work as certified by the Engineer-in-Charge.
- b) of the date of abandonment of the work or breach of contract under any of its clauses or
- c) of its non-commencement of non-resumption of work within 10 days of written notice of commencement or resumption as applicable or
- d) of its cancellation. Termination or withdrawal of the work from the contractor in whole or in part and or decision of foreclosure of the contract. Or
- e) of receipt of an intimation from the Engineer-in-charge that the final payment due or recovery from the contractor had been determined for the purpose of payment adjustment. Whichever is the latest.

If the matter is not referred to arbitration within the period prescribed above. All the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

xv) No question relating to this contract shall be brought before any civil court without first involving and completing the arbitration proceedings. If the issue is covered by the scope of arbitration under this contract. The pendency of arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate for completion of work.

xvi) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may from time to time, with the consent of the parties enlarge the initial time for making and publishing the award.

Xvii) The expiry of the contractual time limit whether originally fixed or extended shall not invalidate the provision of these clauses.

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 BBMB & stacked in a manner approved by the Engineer in stores/ site without any extra cost to the owner. The Cost of useable dismantled materials got from the work shall be recovered at the rates decided by Engineer-in-charge.

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 BBMB 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 the contractor :

- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continue 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 seven 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 rewards of 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 or person of owner shall become in any way directly or indirectly interested in the contract.
- g) In such case the owner 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, owner 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 person employed for completing the finishing or using the materials and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer-in-charge shall give a notice in writing to contractor to remove his surplus materials 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 owner by the contractor.
- h) In case the BBMB intends to fore-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 owner 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

The filling of any suit in case of any dispute shall be within the jurisdiction of the courts nearest the office of Engineer-in-charge. The Sr. Executive Engineer, in charge of work shall defend, initiate as required, the cases including arbitration case on behalf of the BBMB.

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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 means 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 State Government, PWD/BBMB for district in which the work is done.
- 4.1.2 The contractor shall not with standing the provisions of any agreement to the contrary, cause to be paid fair wage of labourers 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 State Govt. Contractor's labour Regulations 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 the contractor any of 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 1.3 above vis-à-vis state govt./BBMB.
- 4.1.5 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 indemnity 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, there fruit etc. are 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 and will be dealt with as such.

4.4.0 CONTRACTOR'S LABOUR REGULATIONS

4.4.1 DEFINITIONS

In these regulations unless otherwise expressly indicated the following works and expressions 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 or any agent on his behalf.
- b) Contractor shall 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 OF NOTICES REGARDING WAGES ETC:-

The contractor shall before he 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 is paid in current coins or currency or 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 is 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 WAGES :

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 place or places where by the terms of his employment he is required to work. The amount of the deductions 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 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 regulation. 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 shall submit a report of the results of investigation or enquiry to the Sr. Executive Engineer. 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 concern.

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 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 Government/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. The decision of the labour commissioner to the government or any other person authorized by the government/ BBMB in that behalf shall be final.

4.4.12 EPF CLAUSE:

The Tenderer has to comply with all the rules, regulation of EPF act.

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SECTION F: TECHNICAL SPECIFICATIONS:

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 those 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 15% the value of original contract payment will however, be made for the work actually done at site. If the amount of actual work exceeding 15% of the value of original contract will be 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 15%.

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 PWD specifications /Drawings mentioned in the approved NIT also subsequently issued and approved by the competent authority during the course of execution of work.

2.3 Each tenderer shall give a proof to the entire satisfaction of Executive Engineer Concerned that he has in his possession of copy of PWD specifications (Latest Edition) incorporation up to the date amendments according to which the Work is to be executed and this book will be considered to have for me 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.I.

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 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, Engineer-in-Charge or his designated representatives during the progress of the work, to discover or to reject materials or work which are not in accordance with the requirement of this contract shall not be deemed as and acceptance thereof or a waiver of defects, therein. Similarly payment by the Engineer-in-charge on Partial or entire occupancy of the premises shall not be considered to be an acceptance with the requirements of this contract. No changes whatsoever, to any provisions in the specifications shall be made without written authorization 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 ISI shall be used, subject to the approval of the Engineer-In-Charge. In case ISI on a particulars mater is not available the best quality of that item available in the market, will be used after its approval from the Engineer-in-Charge.

4.0 SITE PREPARATION:

Leveled/slopped site shall be handed over to the contractor. The finished ground level (FGL) shall be the finished formation level furnished by the BBMB. The layout and levels of all structure etc. shall be made by the Contractor at his own cost from the general grids of the plot and benchmarks set by the Contractor and approved by the BBMB. The Contractor shall provide all assistance in instruments, materials and personnel to the BBMB for checking the detailed layout and shall be solely responsible for the correctness of the layout and levels.

4.1 SCOPE

This clause covers the execution of the work for site preparation, such as clearing of the site, the supply and compaction of fill material, excavation and compaction of backfill for foundation, road construction, drainage, trenches and final topping by stone (broken hard stone).

4.2 GENERAL

- 1) Material unsuitable for foundations shall be removed and replaced by suitable fill material and to be approved by the BBMB.
- 2) Backfill material around foundation or other works shall be suitable for the purpose for which it is used and compacted to the density described under Compaction, Excavated material not suitable or not required for backfill, shall be disposed off in area's as directed by owner up to a maximum lead of 2 km.

4.3 EXCAVATION AND BACKFILL

- 1) Excavation and backfill for foundations shall be in accordance with the relevant code.
- 2) Whenever water table is met during the excavation, it shall be dewatered and water table shall be maintained below the bottom of the excavation level during excavation, concreting and backfill.
- 3) Embankments adjacent to abutments, culverts, retaining walls and similar structures shall be constructed by compacting the material in successive uniform horizontal layers not exceeding 15 cm in thickness. (Of loose material before compaction). Each layer shall be compacted as required by means of mechanical tampers approved by the BBMB.
- 4) Earth embankments of roadways and site areas adjacent to buildings shall be placed in successive uniform horizontal layers not exceeding 15 cm in thickness in loose stage measurements and compacted to the full width specified. The upper surface of the embankment shall be shaped so as to provide complete drainage of surface water at all times.

4.3 COMPACTION

1. The density to which fill materials shall be compacted shall i.e. as per relevant IS and as per direction of Owner. All compacted sand filling shall be confined as far as practicable. Backfilled earth shall be compacted to minimum 95% of the standard Protector's density at OMC. Cohesion less material shall be compacted to 70% relative density (minimum).
2. At all times unfinished construction shall have adequate drainage upon completion of the road's surface course, adjacent shoulders shall be given a final shaping, true alignment and grade.
3. Each layer of earth embankment when compacted shall be as close to optimum moisture content as practicable. Embankment material which does not contain sufficient moisture to obtain proper compaction shall be wetted. If the material contains any excess moisture, then it shall be allowed to dry before rolling. The rolling shall begin at the edges overlapping half the width of the roller each time and progress of the road or towards the building as applicable. Rolling will also be required on rock fills. No compaction shall be carried out in rainy weather.

4.5 REQUIREMENT FOR FILL MATERIAL UNDER FOUNDATION

The thickness of fill material under the foundations shall be such that the maximum pressure from the footing, transferred through the fill material and distributed onto the original undistributed soil will not exceed the allowable soil bearing pressure of the original undisturbed soil. For expensive soils, the fill materials and other protections etc. to be used under the foundation is to be got approved by the BBMB.

5.0 FOUNDATION/RCC CONSTRUCTION:

5.1 GENERAL

- 1) Work covered under the Clause of the Specification comprises the construction of foundations and other RCC constructions for switchyard structures, equipment supports, trenches, drains, jacking pad, pulling block, control cubicles, bus supports, Autotransformer/Reactors, marshalling kiosks, auxiliary equipment or service and any other foundation required to complete the work. This clause is as well applicable to the other RCC construction.
- 2) Concrete shall conform to the requirements mentioned in IS:456 and all the tests shall be conducted as per relevant Indian Standard Codes as mentioned in Standard field quality plans appended with the specification. However, a minimum grade of M20 concrete (1:1.5:3 nominal volumetric mix) shall be used for all structural/load bearing members.
- 3) If the site is sloping, the foundation height will be adjusted to maintain the exact level of the top of structures to compensate such slopes.
- 4) The switchyard foundation's plinths and building plinths shall be minimum 300mm and 500mm above finished ground level respectively.
- 5) Minimum 75mm thick lean concrete (1:4:8) shall be provided below all underground structures, foundations, trenches etc. to provide a base for construction.
- 6) Concrete made with Portland slag cement shall be carefully cured and special importance shall be given during the placing of concrete and removal of shuttering.
- 7) The design and detailing of foundations shall be done based on the approved soil data and sub-soil conditions as well as for all possible critical loads and the combinations thereof. The spread footings foundations pile foundation as may be required based on soil/sub-soil conditions and superimposed loads shall be provided.
- 8) If pile foundations are adopted, the same shall be cast in situ bored or pre-cast or under reamed type as per relevant parts of IS: 2911. Only RCC plies shall be provided. Necessary initial load test shall be carried out by the Contractor at their cost to establish the piles design capacity. Only after the design capacities of piles have been established, the Contractor shall take up the job of piling. Routine tests for the piles shall also be conducted as per IS-2911. All the testing work shall be planned in such a way that these shall not cause any delay in project completion.

6.0 TECHNICAL DETAILS OF THE BUILDINGS

- 1) 12mm thick cement plaster of mix 1:6 (1 cement: 6 coarse sand) shall be provided on the smooth side of internal walls.
- 2) 10 mm cement plaster of mix (1 cement: 3 fine sand) to all ceiling.
- 3) 20mm Cement plaster shall be done in two layers i.e. under layer and top layer.
- 4) All Brickwork shall be provided with cement mortar 1:6 (1cement:6 coarse sand) or as shown in drawings. Half brick masonry shall be provided with cement mortar 1:4 (1 cement: 4 coarse sand) FPS Bricks of clay/Fly ash used shall be of class-75.
- 5) Polyethylene water storage tanks conforming to ISI: 12701 shall be provided of approved brands and manufacture with cover and suitable locking arrangement, float valve and making necessary holes for inlet, outlet and overflow pipes.

- 6)** Brick masonry manhole shall be constructed in cement mortar 1:4 (1 cement:4 coarse sand) RCC top slab with M20 mix ,foundation concrete 1:4:8 mix (1 cement:4 coarse sand: 8 graded stone aggregate 40mm nominal size) inside plastering 12.5mm thick with cement mortar 1:3 (1 cement:3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement:2coarse sand:4 graded stone aggregate 20mm nominal size) finished with a floating coat of neat cement complete as per standard design.
- a)** Inside size shall be 90x80 cm and 60 cm deep including CI cover with frame (light duty) 455 x 610 mm internal dimensions total weight of cover and frame shall not be less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) and shall be constructed with F.P.S./fly ash bricks with class designation 75.
- b)** Inside size shall be 120 x 90 cm and 90 cm or more deep including CI cover with frame (medium duty) 500 mm internal diameter total weight of cover and frame to be not less than 116 kg (weight of cover 58 kg and weight of frame 58 kg) with FPS Bricks class designation 75.

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SECTION VI: ADDITIONAL TERMS AND CONDITIONS

1. NO CLAIM FOR IDLE LABOUR AND / OR OVER STAY CHARGES:

In case the time allowed for carrying out the work (completion period) extends beyond the specified period for reasons whatsoever the quoted rates shall remain valid till completion of the entire work. No claim for compensation for idle labour, other staff establishment, T&P, etc and or over stay charges shall be entertained.

2. FOREIGN EXCHANGE:

The contractor shall make his own arrangement for foreign exchange if any, required for execution of this contract.

3. MEASUREMENTS:

Unless specifically mentioned in the concerned section all works shall be measured by standard measure and according to rules and customs and usual methods in the BBMB/PWD and no proposal to adopt alternative method in use will be accepted. Addl. S.E./Sr. Executive Engineer's decision as to what is the usual method in use in the BBMB shall be final.

4. NO COMPENSATION IN ALTERATION/ RESTRICTION OF WORK:

If at any time after the execution of the contract agreement the BBMB shall for any reason whatsoever required the whole or any part of the work as specified in the Tender to be stopped for any period or shall not require the whole or part of the work to be carried out by the contractor who shall there upon suspend or stop the work totally or partially as the case may be in any such case except as provided hereunder.

The contractor shall have no claim to any payment or compensation whatsoever 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 so derive in consequence of the full amount of job having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, design and instruction which may involve any curtailment of the work as originally contemplated, provided they are not in excess or requirement, and are of approved quality, shall be compensated for the loss, if any that he may be put to in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the CE/TS, BBMB, Chandigarh shall be final.

5. TESTS

All materials and workmanship shall be of respective kinds described in the contract and in accordance with the Addl. SE/ Sr. Executive Engineer's instructions and shall be subjected from time to time to such tests as the addl. SE/Sr. Executive Engineer may direct at the place of manufacture or fabrication or at site or at all or any of such places. For structural components like pre-cast slabs, bought out materials like bitumen, water bar, tar felt, acid resistant tiles, bricks, fire clay bricks and mortar or any other material whose conformity to requirement of specification cannot be authenticated by contractor, by IS certification, etc., will be got test from approved laboratories. The cost of samples and conducting all such tests shall be borne by the Contractor.

6. CLAIMS OF AN EXTRA ORDINARY NATURE:

No claim of contractor for payment of an extra-ordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-In-Charge shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the BBMB.

7. **WARRANTIES FOR DELAY IN DELIVERY ERECTION & COMMISSIONING:**
 If the contractor fails to deliver, erect and commission the material/ equipment within the stipulated delivery/completion period of the Work order/contract, the same is liable to be rejected and if accepted the contractor shall be liable to pay as penalty charges a sum of Rs. 0.5% (half of one percent) of the total contract value per week of delay or part thereof, not exceeding maximum limit of 10% of the total contract value of the supplies and or work.
8. **RATES BASED ON DSR/PUNJAB LATEST PWD COMMON SCHEDULE OF RATES AS APPLCABLE.**
- (i) CSR means basic rate of CSR including prevailing sanctioned premium. This will however, include the effect of all the notes given in the various chapters of CSR and amendments issued up to the date of opening of tender. The notes given under various chapters of CSR will be made applicable as per actual execution of work at site
 - (ii) The rates quoted by the contractor for CSR items shall be through rates, unless otherwise specified, based on the percentage plus or minus to the sanctioned premium prevailing on the date of opening of tender for plains. The percentage quoted will be added or subtracted to/from sanctioned zonal premium and the percentage this worked out will be added to the basic rates given in LATEST PWD Common Schedule of Rates to work out quoted rates. The above irrespective of the manner, in which rates are quoted by the tenderer. To clarify further, in case a tenderer quotes rates by using brackets, the same will not be considered and rates will be worked out by above method only ignoring brackets. The contractors are therefore required to quote without using brackets. Non-schedule items shall be quoted on item rate basis. Tenders with rates quoted in ambiguous way are liable to be rejected without seeking any clarification from the tenderers.
 - (iii) Providing mentioned in an item means supplying and providing both. Supplying i.e. material and labour for fixing complete in all respects.
 - (iv) The quoted rate shall include all statutory benefits payable to the workers by the contractor i.e. the weekly offs, overtime, insurance, gazetted holidays, EPF, bonus and gratuity etc as per labour laws.
9. Each successful bidder shall give proof to the entire satisfaction of the Addl.SE/Sr.Executive Engineer concerned that he has in his possession Punjab PWD specification (Latest edition) incorporating up to date amendments according to which work shall be executed, Punjab PWD specifications and Common Schedule of rates shall form part of contract agreement.
10. A certificate for the last month's payment to the labour not less than minimum wages/DC labour rates shall be submitted by the contractor along with next month's bill if demanded by BBMB failing which further payments will not be released to the contractor. The contractor shall also be bound to make payment to the workers as per provision of the labour laws. If payment by BBMB is delayed due to any reason whatsoever, the contractor shall have to make timely payment to the workers from his own resources. He will be held responsible for any labour unrest on account of delayed payments to the labour by him.
11. Rule regarding Employees Provident Fund:
- i) The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act-1952 as amended to date and issue a monthly statement of deposited EPF to this office with a certificate that statement furnished is true and correct and no eligible employee/worker has been excluded from the list. The contractor shall be liable to discharge all other statutory obligation that may be applicable in his case including provident fund to his workers. It implies that contractor will deposit employees contribution with EPF Commissioner at the end of each month with equal amount of employer's contribution. The contractor shall remit these contributions along with inspection charges as well as charges and expenses of administration fund to the concerned EPF authority. He shall submit documentary proof of depositing EPF before submission of monthly next bill. The above mentioned shares)both of the employee and the contractor) may vary as per rules and regulations from time to time and the contractor is to follow the rules strictly.

- (ii) The contractor as employer issues contribution cards for EPF. However he may keep it in his custody unless required for inspection by the inspection agency.
12. The contractor/his authorized representative will get the work checked from the Engineer-in-charge or his representative.
 13. The contractor shall submit along with his tender attested copies of his partnership deed showing the names and addresses of all partners of the firm and attested copy of his registration certificate with the Register for firms/Societies shall also be submitted.
 14. Conditional rebates such as on account of payment of R/A bill every month before stipulated date, payment of final bill within specified period etc. offered by the contractor shall not be accounted while evaluating the tenders and working out comparative merit position. However such rebates shall be availed by the department to the extent possible if work is otherwise allotted to the contractor offering such rebates.
 15. Labour, T&P, material and supervision staff etc. of the contractor shall be subjected to check by Corporation security persons.
 16. All letters sent to the contractor by registered post and the address given by him at the time of tendering shall be deemed to have been delivered to him in the natural course of time. To intimate the change in address. If at any time, shall be the responsibility of the contractor.
 17. Income tax as applicable will be deducted from the amount payable to the contractor (or at the amended rates by the Govt, from time to time) and any other tax /cess etc. along with surcharge as applicable will be deducted from all the payments released to the contractor.
 18. Sales Tax on work contract will be deducted from all the payment's released to the contractor as per Government Notification dated 15.7.97
 19. The tenderer shall have to make his own arrangement for the accommodation for his labour and stores during the execution of the work to the satisfaction of the Engineer-in-charge.
 20. Samples of the materials including the work already completed at site may be collected by the Engineer-in-charge and get tested at any laboratory. In case the results of the Laboratory show inferior materials being used at the work or the ratio of the various materials is not according to the specified, the work as a whole/part may be rejected as the case may be of the rates for the entire work under that particular item shall be reduced in proportion to the ratio found inferior in case the structure's found structurally safe by the Engineer-in-charge whose decision shall be final.
 21. The quantities and items given in the NIT are approximate and can be increased or decreased by the Engineer-in-charge for the final completion of the said work. The contractor will be required to execute the work complete in all respect at his accepted/quoted rates and no claim what-so-ever on this account will be entertained.
 22. Time allowed for the completion of the work will be reckoned from the date on which the order to commence the work is given to the contractor i.e. Letter of Intent. If for any delay on account of act of omission or commission at the part of BBMB viz delay in issue of material, alterations, omission, additions, substitutions in original specifications , drawing , design etc. the completion period is extended for another six months (total 12 months) no compensation would be given on this account .
 23. Synthetic enamel paint Ist quality Plastic Emulsion and Oil Bound distemper shall be of reputed firms such as Garware, Johnson-Nicholson, Berger, Nerolac, Asian Paints etc. as approved by the Engineer-in-charge. Cement based paint should be of Snowcem plus, Robbiacem.
 24. The rates quoted by the contractor for each item independently shall be self-supporting/workable and remain firm and valid even if the contract is split in the interest of expediting the completion of job.
 25. Water charges will be recovered from the contractor @ ½% (half percent) of the gross value of the work as per PWD specifications in which the water will be essential to be used and if water from department source is used by the contractor.
 26. Before any running payment is allowed against the work the contractor shall be required to sign the contract agreement (on non-judicial stamp paper worth Rs.15/-) within 15 days of the intimation of the acceptance of his tender to him.

27. MATERIAL AND WORKMANSHIP

- i. The work shall be carried out under the general directions of the Engineer-in-charge and is subjected to inspection by 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 AEE/AE. Failure of the Engineer-in-charge or his designated representative during the progress of the work, to discover or to reject material or work which are not in accordance with requirements of this contract, shall not be deemed as an acceptance thereof or a waiver of defects therein. Similarly payment by the Engineer-in-charge on partial or entire occupancy of the premises shall not be considered to be an acceptance with the requirements of this contract. No change whatsoever to any provisions in the specifications shall be made without written authorization from the Engineer-in-charge.
- ii. Unless specified otherwise Material bearing ISI mark and of approved make 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 Engineer-in-charge in case of ISS on a particular material is not available the best quality of item available in the market, will be used after its approval from the Engineer-in-charge. Every material however has to be got approved from Engineer-In-Charge before putting it to use on work.

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O&M Divn BBMB Hisar.

GENERAL NOTES REGARDING SCHEDULE OF QUANTITIES AND RATES.

1. The schedule of quantities and rates shall be read in conjunction with the specifications, tender drawings and tender documents. The contractor shall not rely merely on the description given in the schedule of quantities and rate. All works shall conform to specifications and the quoted rates shall be deemed to include for all works necessary to achieve this whether actually indicated under the items description or not.
2. Quantities of work indicated in the schedule of quantities are only approximate and are given to provide a common basis for tendering. No claim shall be entertained from contractor if the actual quantities or items of work differ to any extent from those indicated herein except where state otherwise.
3. Unit of lump sum prices shall be submitted for all items and these quoted prices shall be firm. These rates shall include all plants, labour material, taxes, levies dewatering as necessary supervision, insurance, overhead, profits etc. and every incidental and contingent cost and charges whatsoever required to complete the items of work in all respects and as per specifications.
4. The quantities of work actually carried out subject to the height and slope as showing in the drawing (as evaluated from construction drawings and/or field measurements) against each item will be measured and paid at the rates quoted in the schedule of quantities, where applicable or otherwise at such rates prices as may be fixed within the terms of the contract.
5. The quotation submitted by BIDDER should be based on the approximate probable quantities of the several items of work, which are furnished for BIDDER's convenience in the schedule of quantities. It must be clearly understood that the contract is not a lump sum contract and that neither the approximate probable quantities nor the values of the individual items nor the aggregate value of the entire tender will form a part of the contract and the OWNER does not in any way assure the BIDDER or guarantee that the work would correspond thereto
6. The bidder shall be deemed to have allowed in his rates or the provision, maintenance and final removal of all temporary works or whatsoever nature required for the proper execution of the work, except for those temporary works for which specific items have been provided in the schedule of quantities. The prices inserted against these specific items of particular temporary works shall be for the provision, maintenance and their final removal. The rates shall also be deemed to include any works and setting out that may be required to be carried out for laying out of all the works involved.
7. The rates quoted shall be hold good for works below or above ground level, irrespective of elevations, unless separate rates are called for different elevations.
8. The unit rates quoted shall include for all such details of construction, which are obviously and fairly intended and which may not have been specifically referred to in this document but are essential for the satisfactory completion of the work.
9. The rates and prices quoted by the BIDDER shall be firm and valid even if the contract is split.
10. The rates quoted by the BIDDER shall remain unaltered for the use of any type of cement such as pozzolana ordinary Portland, sulphate resisting etc.
11. Abbreviations used for the unit or various items are as stated below:

t	=	Tonne (1000 Kg)
Kg	=	Kilogram
rm	=	Running meter
mm	=	Millimeter
m ²	=	Square meter
m ³	=	Cubic meter
No.	=	Number
12. If the contractor envisages use of any admixture in the concrete, contractor shall obtain Engineer's approval in advance regarding the material and method of application.
13. Rates quoted shall include clearance of site both prior to commencement of work and after its completion.
14. The rate quoted for concrete works shall include for minimum cement or the quantity as per approved mix design, whichever is higher.

(Er. Tarun Dewan)
Sr. Executive Engineer
O&M Divn BBMB Hisar.

Name of work: - Strengthening & raising the height of existing boundary wall at 220 kv s/stn BBMB Hisar.

Sr. No.	Description of item	Qty.
1	Earth work in excavation in foundation trench etc in all kinds of soil where pick jumper wone is not involved and not exceeding 2.0 Mtr depth including dressing of bottom and sides of trenches, stacking the excavated soil clear from the edge of excavation and subsequent filling around masonry in 15 cm layers with compaction including disposal surplus soil as per directed with in lead of 30 meter.(Ref. 6.6 CSR)	20.50.cum
2	Cement concrete 1:8:16 with 40mm gauge stone aggregate using conc mixture volumetric type (Ref. 10.6(b) ii A&C-11)	01.81 Cum
3	Reinforcement cement conc M 20 mechanically batch mixed using batch type concrete mix & as per IS 1791 and vibrated by needle vibrator but excluding steel reinforcement centering and shuttering in foundation and plinth. Ref: 10.15 A&C-1	02.96 Cum
4	RCC M-20 but excluding steel reinforcement centering and shuttering in superstructure. Ref. 10.21 CSR-2010	28.08 Cum
5	Centering and shuttering for columns (Ref. 9.4 CSR) & (Ref. 4.4 CSR)	180.84 Sqm
6	Centering and shuttering for Beam (Ref.9.1 CSR)	199.39 Sqm
7	First Class burnt brick wone laid in cement sand mortar 1:5 in first story up to 4 Mtr above plinth level. (Ref. 11.6 CSR)	62.27 Cum
8	20mm thick cement Plaster 1:4 in two coat (Ref. 15.20 CSR)	564.45 Sqm
9	Cement pointing 1:3 deep variety (Ref. 15.60 CSR)	277.88 Sqm
10	Carriage of material Khank to Hisar Lead 30 Km beyond 5 K.M (Ref. 5.2 CSR)	53.26 Cum
11	Wrought Iron and mild steel ladders framed grills, grating etc with ends of bars, riveted or welded or forged framed window guards, barred iron doors, stair case iron railing including cost of bolts and nuts or screws or welding rod comp. fixed in position (Ref. 18.4 CSR)	8.08 Qtl
12	Cement conc: 1:2:4 with stone ballast or shingle Using concrete mixer. (Ref. 10.12ii A&C-11)	1.23 Cum
13	Jungle clearance (Ref. 26.36 CSR)	0.085 Hectare
14	Applying primer Coat with metal primer on new steel or Iron work inclusive preparation of surface (Ref. 16.21b)	26.83 Sqm
15	Painting coat with ready mixed paint for metallic surface (Ref. 16.22 b CSR)	26.83 Sqm
16	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 meter openable length (total length 90 m) having 50 nos. rounds per 6 meter, up to 3 m height of wall with existing angle iron Y shaped placed 2.4 m or 3.00 m apart and with 9 horizontal R.B.T. rein forced barbed wire, stud tied with G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied angle iron, all complete as per direction of Engineer-in-charge , with reinforced barbed tape (R.B.T.)/Spring core(2.5mm thick) wire of high tensile strength of 165 kg/sq. mm with tape (0.52 mm thick) and weight 43.478 gm/meter (cost of M.S. angle C.C. blocks shall be paid separately) Ref. D.S.R. 2014 16.53	280.48 Mtr.

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