

**BHAKRA BEAS MANAGEMENT BOARD (IRR.WING)  
NOTICE INVITING TENDER**

1	NIT No.	NIT NO :-276/ PR-32/TC/N-403
2	Name of Office	Superintendent, Proc., Stores & Disposal Division, BBMB, Talwara Township (Pb) 144216
3	Scope of work	Purchase of Prefabricated Portable cabin (shack )
4	Date of posting on web site	10/09/2018 up to 17:00 HRS
5	Last Date / Time of receipt of Bids	01/10/2018 up to 14:30 HRS
6	Date/Time of opening of Bids	01/10/2018 at 15:30 HRS
7	Tender Document Fee	1180/-
8	Earnest Money	Rs. 7500/-. DD in favour of Accounts Officer (Cash), BBMB payable at Talwara Township. (SBI Code 1066)

For detailed terms and conditions please visit Website [www.bbmb.gov.in](http://www.bbmb.gov.in),

Superintendent,  
Proc., Stores & Disposal Division,  
BBMB, Talwara Township (Pb).

**PROFORMA FOR SUPPLYING N.I.T. INFORMATION**

Sr.No.	Description																																	
1.	Tender Authority	Superintendent, Proc. Stores, & Disposal Divn., BBMB., Talwara.																																
2.	Scope of Tender	Intended for use :- Obtaining of two portable field office container in water supply scheme at Beas Dam.																																
3.	Tender Reference No.	NIT NO :-276/ PR-32/TC/N-403																																
4.	Last date of issue of Tender Documents/ Downloaded from web site	30/09/2018 up to 17:00 HRS																																
5.	Due date/time for submission of offer	01/10/2018 up to 14:30 HRS																																
6.	Date/Time of opening of offer	01/10/2018 at 15:30 HRS																																
7.	Tender Fee (Rs. )	Cost of Tender Rs.1000/- + GST @18 % extra i.e. 1180/- (NON-REFUNDABLE)																																
8.	Earnest Money Deposit	EMD Rs 7500/- in the form of DD, in favour of Accounts Officer (Cash),BBMB., Talwara payable at Talwara Township. SBI Code No: 1066.																																
9.	Address for Communication	Superintendent, Procurement, Stores & Disposal Divn., BBMB., Talwara Township, Distt. Hoshiarpur (Punjab) 144216. <b>Tel:01883-236094</b>																																
10	<b>NIT Details</b>	<table border="1"> <thead> <tr> <th>Item No.</th> <th>Qty</th> <th>Unit</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>(Please note items of related nature in one PR)</td> </tr> <tr> <td>1</td> <td>02</td> <td>No.</td> <td>Prefabricated Portable Cabin (Shack) size 12 feet x 10 feet (OD) with height 10feet x 8 feet.</td> </tr> <tr> <td></td> <td></td> <td></td> <td><b>Specifications:-</b></td> </tr> <tr> <td></td> <td></td> <td>I.</td> <td>Walls: Sand witted outer four sides walls panels 75mm thick (insulated panels made out of 0.63mm GI sheets on both sides with insulation of thermocole of 75mm thick). Roof: The roof shall be made out of MS hollowpipes grid of 2ft x 4ft with insulation thermocole, covered by 6mm thick bison board underneath and pre-painted galvanized steel sheets on top. (roof hangover &amp; 1 ft all four sides). Portable cabin Size – (3.6mtr x 3mtr) or (12ft x 10 ft) Height 10 feet x 8 feet</td> </tr> <tr> <td></td> <td></td> <td>II.</td> <td>Structures &amp; hardware:- Purlins, principles for structures made out of ms pipes 50mm x 25mm &amp; hardware like 90degree, 112 degree for walls + roof supports made out of ms + GI sheets 0.63 mm thick.</td> </tr> <tr> <td></td> <td></td> <td>III.</td> <td>Flush door:- Waterproof flush door with stainless steel hardware &amp; mortice lock for locking arrangements. Door – 01 No. Size of Door:- 3ft x 7 ft</td> </tr> <tr> <td></td> <td></td> <td>IV.</td> <td>Windows:- Plain aluminium sliding glass window with locking arrangements. Sliding Windows:- 03 No. Size of sliding window :- 3ft x 3ft</td> </tr> </tbody> </table>	Item No.	Qty	Unit	Description				(Please note items of related nature in one PR)	1	02	No.	Prefabricated Portable Cabin (Shack) size 12 feet x 10 feet (OD) with height 10feet x 8 feet.				<b>Specifications:-</b>			I.	Walls: Sand witted outer four sides walls panels 75mm thick (insulated panels made out of 0.63mm GI sheets on both sides with insulation of thermocole of 75mm thick). Roof: The roof shall be made out of MS hollowpipes grid of 2ft x 4ft with insulation thermocole, covered by 6mm thick bison board underneath and pre-painted galvanized steel sheets on top. (roof hangover & 1 ft all four sides). Portable cabin Size – (3.6mtr x 3mtr) or (12ft x 10 ft) Height 10 feet x 8 feet			II.	Structures & hardware:- Purlins, principles for structures made out of ms pipes 50mm x 25mm & hardware like 90degree, 112 degree for walls + roof supports made out of ms + GI sheets 0.63 mm thick.			III.	Flush door:- Waterproof flush door with stainless steel hardware & mortice lock for locking arrangements. Door – 01 No. Size of Door:- 3ft x 7 ft			IV.	Windows:- Plain aluminium sliding glass window with locking arrangements. Sliding Windows:- 03 No. Size of sliding window :- 3ft x 3ft
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		V.	Grill + Mesh:- Aluminium grill & mosquitoes mesh outside the windows.
		VI.	Modular Floor:- Made out of MS pipe sections resting on ISMB/C and mounting with 16 mm bison board to provide sturdy portable floor 6"-8" above ground level on top that vinyl sheets
		VII.	Electrical:- Electrical points Anchor Roma/Havells make including pvc battens with internal wiring (Havells)( 5 Amp point-7No., 15 Amp point- 5No., MCB board)
		VIII.	Finishing & Paint work :- Outside texture coating make BSC/Radisson/Hitech, inside OBD paint make Berger/Nerolac of desired color
11.	Date of posting on the website.	10/09/2018	
12.	Date of removal from the Website	02/10/2018	
13.	Category	Tender. (stock.)	

### **GENERAL TERMS & CONDITIONS**

1. The tender shall be opened at 3-30 P.M. on **01.10.2018** in the o/o Superintendent. Proc. Stores & Disposal Division, BBMB, Talwara Township.
2. The tender must be in duplicate, on the tender documents only, if the tenderer wishes to provide additional information, a separate page duly signed by the tenderer may also be attached with the tender documents.
3. Telegraphic tenders shall not be considered.
4. Earnest money as prescribed above in the form of Demand Draft of State Bank of India in favour of **Accounts Officer (Cash)**, BBMB & payable at Talwara Township(SBI Code 1066) & should be furnished in a separate envelope along with the quotation in another scaled envelope, both these envelopes should be enclosed in a third envelope. The sealed envelope containing the quotation should be super scribed with the word 'quotation' & the envelope containing the EMD with the word 'Earnest money'. The quotation without EMD in the form /Fashion described above shall be rejected out of hand.
5. The main envelope containing the quotation & EMD should bear the NIT No.& date of opening tender with Red Ink, failing which the quotation shall not be considered.
6. Validity of the quotation should not be less than **90** days. Offers with lesser validity are shall to be rejected.
7. Delivery of material should not be more than 90 days. The tenderers should also indicate specifically delivery schedule for each item. The bids of the suppliers not confirming to BBMB's prescribed delivery schedule shall be loaded in line with the penalty clause i.e. ½ % of the total cost per week or part thereof of the delay , subject to maximum of 10%.
8. The purchaser reserves the right to reject any or all the tenders without assigning any reason.

9. Please confirm whether you are manufacturer or authorized dealer of this item.
10. The tender documents with detailed specification & Terms & Conditions of the NIT can be downloaded against appropriate payment of cost of tender documents through Bank draft of S.B.I.(Branch Code 1066) in favour of Accounts Officer/ Cash, BBMB Talwara Township (payable at Talwara Township) on any working day but before 2.30 P.M. of the due date of opening of tender.
11. Any change in rates or specifications shall not be permitted after opening of tenders.
12. Place of inspection should be clearly mentioned in the quotation by the tenderer/firm.

## 'SCHEDULE B'

### (Bhakra Beas Management Board)

#### GENERAL INSTRUCTIONS TO THE TENDERERS

The following instructions must be carefully observed by all the tenderers, Offers/Tenders not strictly in accordance with these instructions shall be liable to rejection :-

1. Tenders should be submitted in duplicate/quadruplicate, per registered post/speed Post/courier or authorized representatives. All the two/four copies should be separately tagged and clearly marked as Original, Duplicate, Triplicate and quadruplicate, as applicable.
2. Offers/Tenders should positively reach before the stipulated time and on the last date prescribed for their receipt. Those received late will not be considered / opened at all, regardless of the date of posting of tender.
3. Offers/Tenders should be enclosed in double covers. Both the inner and the outer covers should be sealed and super scribed with the Tender/Offer number together with the date on which the offer/Tender is due and items of material covered
4. 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 tender will be opened on the next working day following the holiday.
5. Offers/Tenders should be typed or written in ink, offers/tenders written in pencil shall be ignored.
6. The material offered should be strictly according to the specifications laid down in the Enquiry. The quotation should also indicate the name of the manufacturers, brand and company and be accompanied with other descriptive literature and sample, if any.
7. The above rates are FOR Talwara including packing and forwarding Charges..
8. The rates should be quoted in figures as well as in words.
9. The prices quoted should be exclusive of payment of statutory levies like GST etc. The rates at which the GST shall be charged should be indicated clearly and separately along with **HSN code**. Further keeping in view the provisions of, Anti profiteering measure as laid under the provisions of 1.71 of CGST Act, the tenderer shall clearly indicate whether any reduction in rate of tax on any supply of goods or services or the benefit accrued to the seller shall be passed on to the purchaser and if so the exact amount or percentage of quoted price which shall be credited to purchaser be specifically intimated in the offer. Further, the certificate as per Annexure A ( Copy enclosed ) shall be submitted by seller or tenderer and it should be the part of NIT and purchase order also.
10. In the event of the tenderers requiring the inclusion of price variation clause, he should ensure that the clause provides full details of the price variation formula applicable to each item of supply and brings out precisely actual increase/decrease in the prices of each finished item for every rupee worth of increase/decrease in each item of raw material/components or wages relating thereto. Besides, he should invariably quote the ceiling rate for each item of supply beyond which the escalation shall not be permitted. When the quoted prices are variable and no ceiling is specified by all the tenderers, the prices shall be increased by 10% for the purpose of comparison. Further, when variable price are quoted and the ceiling is given, the same would be taken for the purpose of evaluation and again If a bid comes giving no ceiling, the highest

quoted ceiling out of all the tenders will be applied In the case of tender which has not given any ceiling. However, the escalation only on that portion of the contract price will be paid as payable against despatch documents. No escalation on the variable portion of the contract price, which has been paid as advance payment, will be paid. In the absence of any price variation clause, the prices will be treated as firm. The price variation will be payable up to the contractual delivery period only. No deviation from the above will be accepted.

11. The supplier shall furnish all such documentary evidences as may be required by, the purchaser in support of the increase/decrease in the prices/cost of each item of raw material/components/wages etc. in respect of which the variation is admissible.

The purchaser reserves the right to examine the documents of the supplier in connection with the price variation and the supplier shall render all facilities to the purchaser's representative for examination of the said documents.

- 12 Bank charges, if any, will be to the account of the Tenderers.

- 13 Tenders should specifically mention the period of validity on the tenders/offers. The period of validity should not be less than that specified in the 'Notice Inviting Tenders'.

- 14 Normally, the standard terms of payment of the Board shall be 100% payment within the one month after the receipt of material at site in good condition and according to the specifications and physical verification and record entry by the consignee in relevant G.R./M.B. In case, this terms is not acceptable to the supplier, the must accept either of the following terms of payment:-

- i) 90% advance payment against G/R supported by a copy of invoice and inspection note of the Inspecting Officer through the State Bank of India Talwara Township and 10% balance within 30 days after the receipt of material in good condition at Site.
- ii) 100% advance payment shall be allowed only against proof of dispatch of material by Rail/Road (for short listed firms & Public 'Sector Undertaking by any road transporter and for others by banker approved transporter). Before allowing 100% advance payment against Bank Documents, a bank guarantee of the value of 10% of contract price ( if less than 100% advance payment is given , Bank Guarantee shall be got reduce accordingly . Therefore for 90% or less than 90% advance payments no bank guarantee shall be required.) should be obtained.
- iii) In the event of any consignment /material for which advance payment , as above has been made , is found defective / deficient, the balance payment /Bank Guarantee, as the case may be , shall be withheld until the defective material has been replaced or the advance payment made in respect thereof , is recovered in full.

- 15 The department reserves the right of increasing the decreasing the quantity at the time of placing the order up to 15%.

- 16 The purchaser reserves the right to accept or reject any order/tender(s) without assigning any reason.

17. Both tender letters and telegrams amending prices and any other conditions after the opening of the tenders shall not entertained.

18. Tenders received not in proper sealed cover or received telegraphically shall be rejected.

19. The tenderer should submit a list of orders of the offered material/executed /under execution with complete details in the following Performa : -

Designation & full address of purchaser	PO No. & date	Quantity & brief description of material	Whether supplied or not	Remarks

20. Normally no import license shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard. However, in case tender is submitted on FOB/FAS basis for complete equipment, necessary actual user's import license will be arranged by the purchaser.
21. The tenderer shall state in his tender the address and place of manufacture, testing and inspection of the various portions of the work/supply included in the tender. The purchaser or his duly authorized agent shall have access to the works of the supplier's sub-supplier at any time during work hours for the purpose of inspection during the manufacture and testing of materials, equipment's and complete plant and the supplier shall provide the necessary facilities for inspection/testing.
22. The tenderers should carefully read and study every clause of this specification and offer his comments on each clause of this specification in his tender. Silence of the tenderer on any clause of this specification shall be taken as acceptability of the said clause to the tenderer and accordingly the said clause will be provided in the purchase order.

23.(i) **Amount of Earnest Money :- Rs 7500/-**

- 23(ii) Permanent Earnest Money deposit (PEMD) of Rs. 1 Lac. each in respect of CE/Generation, Director P&d (TS), CE/Bhakra Dam, CE/Beas Dam and CE/BSL shall be deposited by the firms who are willing to avail the facility of PEMD. However, the exemption from furnishing EMD by such firms against Para 23 (iv) ( c) shall be given only if the PEMD has been deposited in respect of the offices mentioned above in which the tender is to be processed.

In case, the suppliers who have deposited permanent EMD of Rs One lac with BBMB, they shall be required to furnish balance EMD amount to the extent their permanent EMD is less than the amount specified in para No. 23 (i), In case, order is placed on such a bidder he shall be required to top up the furnished EMD amount to make it equivalent to the Security Deposit so as to ensure equal applicability of para 23 (iii) below to such a bidder.

- 23 (iii) The earnest money furnished by the successful tenderer on whom the purchase order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the purchase order up to the warranty period, without any exception to the exempted categories (Ref. Para 23 (i), who shall be required to furnish Security Deposit within 7 days of receipt of PO through cash receipt/ bank draft. In case EMD is more than Rs.1 lac, security deposit may be given in the form of Cash Receipt/ Bank Draft/B.G./Deposit at call receipt/ F.D.

- 23 (iv) However, the following will be exempted from furnishing earnest money with their tenders:
- (a) Public Sector Undertakings or Central/State Govt. Provide that a certificate, issued by the Central/State Govt. certifying that the tenderer submitting the tender is an undertaking of the Central/concerned State Govt, is enclosed with the tender by the tenderer claiming exemption from furnishing Earnest Money.

(b) Firms borne on GEM for the item/items for which tenders have been invited provided that a Photostat copy of the relevant GEM for the item/items for which tenders have been invited is enclosed with the tender by the tenderer claiming exemption from furnishing earnest money.

(c) Firms borne on the Bhakra Beas Management Board's approved list of suppliers who may have deposited a permanent earnest money deposit of Rs.1 lac with the Bhakra Beas Management Board provided that the relevant Registration No. as given by BBMB, is quoted in the tender claiming exemption from furnishing earnest money.

(d) Small Scale Industries registered with the Director of Industries of U. T. Chandigarh/all partner State Governments of Bhakra Beas Management Board/Central Govt. National small scale Industries Corporation Ltd , New Delhi. Provided that a Photostat copy of the relevant letter from the corporation Director of Industries or National Small Scale Industries Corporation, Limited, New Delhi containing Registration No. and confirming registration of the tenderer with the said authority is enclose with the tender by the tenderer claiming exemption from furnishing Earnest money.

e) Sole manufactures / suppliers of proprietary items, provide that a certificate, to the effect that the tenderer is the sole manufacturer/ supplier of the item/terms for which tenders have been invited, and other terms and conditions quoted are the same as those approved by the Director General of Suppliers & Disposal or what the tender has quoted to other Govt. Departments/Undertaking, is attached with the tender by the tenderer.

24- The earnest money shall be converted in to Security Deposit immediately on receipt of unconditional acceptance of the purchase order in the case of tenderer on whom the purchase order is placed and shall be retained as a guarantee for faithful and satisfactory execution of the purchase order.

25- The Earnest Money / Security Deposit furnished by the tenderer 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 the P.O. has been issued but the supplier 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 supplier as blacklisting etc.
- c) Where the purchase order has been accepted but the supplier stops making the supplies after partially fulfilling the purchaser order, the Security Deposit shall be retained and adjusted against any loss that may be caused to the Board through risk purchaser from alternative source and / or any other damages recoverable from the supplier under the terms of the contract.
- d) 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 supplier for any damages or for any loss sustained by the Board on account of such breach.
- e) Security deposits not claimed within three years from the date of completion of purchaser order/ contract, including the period of warranty shall be treated as "Lapsed Deposited" and no claim for a refund thereof shall be entertained from the supplier/contractor thereafter.

26. The tenderer shall supply the complete information regarding related technical details as may be required by the purchaser.

Note:- For detailed specifications, terms & Conditions etc. kindly log on to Web site [www.bbmb.gov.in](http://www.bbmb.gov.in)



## **SECTION I-B**

### **TERMS AND CONDITIONS OF BBMB**

#### **1. DELIVERY**

##### **1.1 Delivery period**

Supply of items as stipulated in this contract shall be completed by supplier within **90 Days** from the date of receipt of technically and commercially clear order. In case the supplier is unable to complete whole or any item of supply within stipulated period, for recognized reasons of 'Force Majeure' mentioned in clause 2 below, he shall be responsible to furnish well in time sufficient documentary evidence to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause 2, so as to justify grant of extension by the purchaser of the 'Delivery Period' mentioned above. Such extension will be granted by the purchaser for the period for which the completion of supply is proved, by the supplier, to have been delayed for the said reasons due to 'Force Majeure'. In case of delay in delivery, the dispatches shall be made only after obtaining written consent of the purchaser.

The bids of the suppliers not conforming to BBMB's prescribed delivery schedule shall be loaded in line with the penalty clause as detailed in clause No. 3.0 below.

##### **1.2 Extension of Delivery period**

Any genuine delay in approval of technical details, drawings, issuance of amendment of purchase order, conducting inspection and approval of inspection tests/test certificates for allowing dispatch, etc. will count towards extension of delivery period by corresponding period other than admissible under Force Majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority. Date of delivery shall be taken as 7<sup>th</sup> day after the date of readiness of material for inspection in case of purchase orders up to Rs. 5 lac and 14<sup>th</sup> day after the date of readiness of material in case of purchase order more than Rs. 5 lac. provided the material offered passes the inspection and proof of dispatch of material within seven days of the receipt of dispatch authorization and road permit (wherever required) is given by the supplier. In case, however, the material fails during inspection at the works/site, as the case may be, either fully or partially or the material is not ready for inspection when the inspector visits the works for inspection, the re-inspection charges shall be recovered from the firm. The date of readiness of the material in this case will be reckoned with reference to the date from which the material/ equipment is offered to be ready for the re-inspection provided the material passes the inspection that follows the offer. The road permit shall be supplied by the consignee expeditiously to ensure the timely dispatch of material. In case the material is not dispatched within 7 days of the receipt of dispatch authorization and the road permit (wherever required), date of delivery shall be taken as date of receipt of material by the consignee at site/store.

#### **2. FORCE MAJEURE**

The supplier shall not be liable for any penalty charges due to the delay in manufacture or delivery of material resulting from any causes beyond the supplier's reasonable control including but not limited to compliance with the regulations, orders or instructions of Central/State or Municipal Govt .or Agency thereto, Acts of God, acts of civil and military authorities, fires, floods, strikes, lockout, freight embargoes, war risks, riots and civil commotion's. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly state the anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier, extension in the delivery period may be granted for the period for which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of Force Majeure subject further to the condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided, however, that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of Force Majeure circumstances, it shall be accepted by the purchaser and the cancellation will be without any liability for damages on the part of the supplier and without any payment of the compensation by the purchaser.

### **3. PENALTY CHARGES**

If the supplier fails to abide by the provisions of the Clause 'Delivery Period', he shall be liable to pay @ ½% per week or part thereof of the ex-works delivery price excluding taxes and duties (but including freight and insurance charges where break-up of FOR destination price is not available) of such portion of material as has not been delivered within the 'Delivery Period' subject to maximum of 10% of the contract value of the delayed/undelivered portion of the material.

### **4. TERMS OF PAYMENT**

**4.1** Normally, the standard terms of payment of the Board shall be 100% payment within the one month after the receipt of material at site in good condition and according to the specifications and physical verification and record entry by the consignee in relevant G.R./M.B. In case, this terms is not acceptable to the supplier, the must accept either of the following terms of payment:-

- i) 90% advance payment against G/R supported by a copy of invoice and inspection note of the Inspecting Officer through the State Bank of India Talwara Township and 10% balance within 30 days after the receipt of material in good condition at Site.
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- iii) In the event of any consignment /material for which advance payment , as above has been made , is found defective / deficient, the balance payment /Bank Guarantee, as the case may be , shall be withheld until the defective material has been replaced or the advance payment made in respect thereof , is recovered in full.

**4.2** Bank charges will be borne by the supplier.

### **5. NEGLIGENCE**

If the supplier neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order(s) given in writing by the purchaser in connection with purchase order or contravenes the provisions of the Purchase Order, the purchaser may give 21 days' Notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the supplier fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) the purchaser shall be at liberty to take the work wholly or partly out of the hands of the supplier and re-contract at reasonable price with any other person or persons. In such an event, it shall be lawful for the purchaser to retain any such balance which may otherwise be due by him to the supplier on any account including the amount of Bank Guarantee and apply the same towards the execution of whole or balance of the work so re-contracted , as aforesaid. If no such balance is due by the purchaser to the supplier or, if due is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or balance of the amount from the supplier by the action of the law.

### **6. BANKRUPTCY**

If the supplier shall commit any act of the bankruptcy or being a corporation commences to be wound up except for reconstruction purposes, or carry on its business under a receiver, the executors, successors or other representative(s) in law of the state of the supplier or any such receiver, liquidator, or any persons(s) in whom the contract may become vested, shall forthwith give notice thereof in writing to the purchaser and shall for one month, during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject

to the supplier providing such Guarantees as may be required by the purchaser but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option not be exercised, the contract may be terminated by the purchaser by notice in writing to the supplier and the same powers and provisions reserved to the purchaser in the last preceding clause of taking the work out of the supplier's hands shall immediately become operative.

## **7. REPLACEMENT OF REJECTED MATERIAL**

i) Material found damaged, sub-standard defective or not conforming to the prescribed specifications in any manner at the consignee's end, shall not be accepted and an intimation to this effect shall be given to the supplier and the purchaser by the consignee. The supplier shall rectify or replace the defective/sub-standard material forthwith and in any case, within a period of 60 days from the date of intimation of rejected supplies. If the supplier fails to rectify or replace the defective/sub-standard material or make good the damages within the period specified above, the balance payment/Bank Guarantee as the case may be, shall be with-held until the defective material has been replaced by or the advance payment made in respect thereof refunded by the supplier. The purchaser shall reserve the right to get the defects/damages rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on supplier. The cost of rectification or balance of purchaser's claim against the supplier shall be adjusted from the supplier's pending dues and /or security deposits against this or any other contract in force and the balance of the cost/claim shall be recovered from the supplier by action of the law. All expenses involved in the replacement by way of handling, transportation, storage etc. shall be on supplier's account.

ii) In respect of the defective/sub-standard supplies, the date on which such a supply is replaced, shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalty for charges recoverable under Clause-3 above.

The provisions of sub-clause (i) and (ii) above shall apply mutatis mutandis, to the material found substandard or defective during the period of warranty.

## **8. WARRANTY**

The supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser up to the destination, the whole or any part of the material which on normal and proper use proves defective in quality or workmanship, subject to the condition that the defects are noticed within 12 months from the date the material is commissioned/put to use or 18 months from the date of despatch whichever period may expire earlier. The consignee or any other officer of the purchaser actually using the material will give prompt notice of each such defect to the supplier as well as the purchaser. The replacement shall be effected by the supplier within a reasonable time but not in any case exceeding 60 days, from the date of intimation of defects. The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchaser shall reserve the right to dispose off the defective material in any manner as considered fit at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

## **9. PERFORMANCE BANK GUARANTEE**

The supplier shall furnish a performance Bank Guarantee (on a standard Performa to be supplied by the purchaser) of the value of 10% of the contract to cover the satisfactory working of the material during the period of warranty as per Clause-8 above and it shall also be kept valid till such time any claim of the purchaser is pending against the supplier. The Performance Bank Guarantee shall be furnished by the supplier one month before the commencement of delivery.

## **10. TESTS AND INSPECTION**

### **11.1 Standard Tests**

The tenderers are required to furnish the detail of testing facilities as per relevant standards available at manufacturing works. All the equipment/material shall comply with the requirements of relevant standards.

### **11.2 Certificate of Tests & Inspection**

When the tests and inspection have been satisfactorily carried out by the Inspector, the test certificates shall be submitted by the supplier to the o/o Superintendent, Proc., Stores & Disposal Division, BBMB, Talwara Township, inspecting officer & consignee.

### **11.3 Material destroyed during test**

Material destroyed during tests shall not be counted against quantities to be supplied against the contract and no payment whatsoever shall be made for such material.

### **11.4 Consignee's right of rejection**

Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual receipt thereof by him if the material or any part thereof is not in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch/delivery or during transit and the supplier shall be responsible for rectification of all the defects noticed by the consignee after receipt of material.

## **11. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL**

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per dispatch instructions. The material shall be dispatched by Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claims for shortages/damages etc. if any during transit with supplier within 30 days of receipt of material. The settlement of such claim with the underwriters shall be supplier's responsibility. In such an event the consignee shall obtain an open delivery and certification from the Carrier.

## **12. ARBITRATION**

If at any time any question, dispute or difference whatsoever, shall arise between the purchaser and the supplier, upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to award of two arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier or in the case of said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference and the decision of the arbitrators, or in the event of their not agreeing, of the umpire appointed by them shall be final and binding on the parties and the provision of the Indian Arbitration and Conciliation Act, 1996 of the rules there under and any statutory amendment/modification or re-enactment thereof, for the time being in force shall be deemed to apply and to be incorporated in the contract.

Such notice of the existence of any question, dispute or different in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

The work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

## **13. CANCELLATION OF PURCHASE ORDER**

The purchaser shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution of the order by the supplier is willful and detrimental to the interest of the purchaser. In case where after the commencement of manufacture, there is a willful delay on the part of the supplier to the

manufacture/despatch of the material, the purchaser may cancel the order for whole/unexecuted portion after giving a notice of 15 days to the supplier.

#### **14. JURISDICTION OF COURT**

In case of any dispute between the parties, the Courts at Mukerian/HSP only shall have the jurisdiction to settle/decide and adjudicate upon such disputes. Before approaching the court of law, any dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause-13 above.

#### **15. IMPORT LICENCE**

Normally no import licence shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard. However, in case tender is submitted on FOR/FAS basis for the complete equipment necessary actual user's import licence will be arranged by the purchaser.

#### **16. MATERIAL AND WORKMANSHIP**

All the materials used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and the whole of the work shall be of the highest class, well finished and of approved design and make.

Castings shall be free from blow holes, flaws cracks or other defects and shall be smooth, close grained, and of true forms and dimensions.

#### **17. GST**

The prices quoted should be exclusive of payment of statutory levies like GST etc. The rates at which the GST shall be charged should be indicated clearly and separately HSN code should be indicated clearly Further keeping in view the provisions of , Anti profiteering measure as laid under the provisions of 1.71 of CGST Act, the tenderer shall clearly indicate whether any reduction in rate of tax on any supply of goods or services or the benefit accrued to the seller shall be passed on to the purchaser and if so the exact amount or percentage of quoted price which shall be credited to purchaser be specifically intimated in the offer. Further , the certificate as per Annexure A ( Copy enclosed ) be shell be submitted by seller or tenderer and it should be the part of NIT and purchase order also.

The GST will be paid extra as applicable at the time of supply subject to rates prevailing within the contractual delivery period as per Clause-1 above. The supplier shall furnish original vouchers and or/following certificates duly recorded on the invoices and signed by the supplier:-

- I) Certified that the transaction, on which GST has been claimed, has been/shall be included in the return submitted/to be submitted to the GST Authorities for the assessment of the GST and the amount claimed from the purchaser has been/shall be paid to GST Authorities.
- II) Certified that the goods on which GST has been charged have not been exempted under the GST Act or the rules made thereunder and the charges on account of GST on these goods are correct under the provisions of the relevant act or rules made thereunder.
- III) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of the GST paid by us.
- IV) Certified that we are registered as a dealer under the GST in the State of \_\_\_\_\_ and our Registration No. is \_\_\_\_\_ for the purpose of GST.
- V) Further, any loss due to non-availability of ITC or levy of penalty/ interest payable by BBMB on A/C of Non-filing of return or non-compliance or any misstatement given under the provision of GST Act by the contractor shall be recoverable from us

## **PACKING**

All apparatus and equipment shall be securely packed for safe delivery at destination and the supplier shall be responsible for all losses or damages caused or occasioned, due to improper or defective packing. Double boxing to give extra protection to the equipment against mechanical injury shall be used, if required. Our's is an ISO 14001:2004 certified organization and thereby expects that it's supplier also employs environmentally sound practices. Therefore, packing material should be biodegradable in nature. Due care should be taken during handling and transportation for the prevention of pollution.

All parts requiring protection form moisture including polished parts which rust rapidly, shall be double boxed with trapper or in such other approved manner. All parts such as coils, parts containing coils for electrical machines, instruments, relays, meters etc. requiring utmost protection against moisture shall be packed in metal lined sealed boxes with trapper or sisal craft paper or any other approved material inserted between the metal lined box and the outer layer of boxing. All boxes shall be marked with signs indicating the up and down sides of the boxes and also unpacking instructions considered necessary by the supplier. The contents of the boxes shall have place marks corresponding to the number in the packing list to enable easy identification. The prices include packing charges also and as such, no extra payment shall be made on this account.

18. **Loading** :- If any will be done as per BBMB Purchase Procedure

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**GOODS AND SERVICE TAX**

**BBMB has been registered in five States / U.T. and GSTIN No. of BBMB are following**

- **03AAALB0193K3ZF FOR Punjab**
- **06AAALB0193K1ZB FOR Haryana**
- **07AAALB0193K2Z8 FOR Delhi**
- **04AAALB0193K1ZF FOR Chandigarh**
- **02AAALB0193K1ZJ FOR Himachal**

- i) Certified that the transaction, on which GST has been claimed, has been/shall be included in the return submitted/to be submitted to the GST law and the amount claimed from the BBMB has been deposited/shall be deposited with GST Authorities.
- ii) Certified that the supplies on which GST has been charged have not been exempted under the GST Act or the rules made thereunder and that GST charged on these suppliers is not more than what is payable under the provisions of the relevant act .
- iii) Certified that we shall indemnify the BBMB , in case, it is found at a later stage that wrong or incorrect payment has been received on account of the GST , the same will be refunded.
- iv) Certified that we are registered as a dealer under the GST Act and our Registration No. is \_\_\_\_\_
- v) Further, any loss due to non-availability of ITC or levy of penalty/ interest payable by BBMB on A/C of Non-filing of return or non-compliance or any misstatement given under the provision of GST Act by the contractor shall be recoverable from us.

No /BBMB/Proc./ PR-32/TC/N-403 dt /9/2018

To

The Joint Director,  
Public Relation, BBMB,  
Chandigarh.

Sub:- Publication of tender.

Ref:- Secy. BBMB letter No.10865-90/2134/JDPR dt.6/11/09.

Kindly find enclosed 03 copies of tender Notice for publication in prominent news paper of the Northern Region please. Intimate confirmation at an earliest.

Head of the Account No. is **27010113002455274**.

DA/- 03 Copies of Press Enquiry.

Superintendent Procurement,  
Stores & Disposal Division,  
B.B.M.B .Talwara Township.



PERFORMA FOR SUPPLYING INFORMATION FOR NIT's TO BE POSTED ON WEBSITE

क्रम सं.	वर्णन				
1.	निविदा प्राधिकृत	अधीक्षक प्राप्ति भंडार एवं निपटान मंडल बीबीएमबी तलवाड़ा			
2.	निविदा का कार्यक्षेत्र	निविदा व्यास डैम तलवाड़ा के क्रय हेतू			
3.	निविदा संदर्भ संख्या	NIT NO :-276/ PR-32/TC/N-403			
4.	निविदा जारी करने की अन्तिम तिथि	10/09/2018 को 17 : 00 बजे तक			
5.	देय तिथि/प्रस्तुत करने का समय	01/10/2018 को 17 : 30 बजे तक			
6.	निविदा खोलने की तिथि/समय	01/10/2018 को 15 : 30 बजे के बाद			
7.	निविदा शुल्क	1000/- + GST @ 18% extra i.e. Rs. 1180/-			
8.	धरोहर राशि	7500/-			
9.	पत्राचार हेतु पता	अधीक्षक प्राप्ति भंडार एवं निपटान मंडल बीबीएमबी तलवाड़ा			
10.	एन आई टी का विवरण	Item No.	Qty	Unit	<b>Description</b> (Please note items of related nature in one PR)
		1	02	No.	Prefabricated Portable Cabin (Shack) size 12 feet x 10 feet (OD) with height 10feet x 8 feet.
					<b>Specifications:-</b>
				I.	Walls: Sand witted outer four sides walls panels 75mm thick (insulated panels made out of 0.63mm GI sheets on both sides with insulation of thermocole of 75mm thick). Roof: The roof shall be made out of MS hollowpipes grid of 2ft x 4ft with insulation thermocole, covered by 6mm thick bison board underneath and pre-painted galvanized steel sheets on top. (roof hangover & 1 ft all four sides). Portable cabin Size – (3.6mtr x 3mtr) or (12ft x 10 ft) Height 10 feet x 8 feet
				II.	Structures & hardware:- Purlins, principles for structures made out of ms pipes 50mm x 25mm & hardware like 90degree, 112 degree for walls + roof supports made out of ms + GI sheets 0.63 mm thick.
				III.	Flush door:- Waterproof flush door with stainless steel hardware & mortice lock for locking arrangements. Door – 01 No. Size of Door:- 3ft x 7 ft
				IV.	Windows:- Plain aluminium sliding glass window with locking arrangements. Sliding Windows:- 03 No. Size of sliding window :- 3ft x 3ft
				V.	Grill + Mesh:- Aluminium grill & mosquitoes mesh outside the windows.
				VI.	Modular Floor:- Made out of MS pipe sections resting on ISMB/C and mounting with 16 mm bison board to provide sturdy portable floor 6"-8" above ground level on top that vinyl sheets
				VII.	Electrical:- Electrical points Anchor Roma/Havells make including pvc battens with internal wiring

				(Havells)( 5 Amp point-7No., 15 Amp point- 5No., MCB board)
		VIII		Finishing & Paint work :- Outside texture coating make BSC/Radisson/Hitech, inside OBD paint make Berger/Nerolac of desired color
12.	वेवसाईट पर दर्ज करने की तिथि	10.09.2018 को 17 : 00 बजे से		
13.	वेवसाईट से हटाने की तिथि	02.10.2018 को 17 : 00 बजे		
14.	कार्य श्रेणी (सिविल, वैद्युत, विविध, नीलामी)	विविध		

Superintendent,  
Proc., Stores & Disposal Division,  
BBMB, Talwara Township (Pb).

PERFORMA FOR SUPPLYING INFORMATION FOR NIT's TO BE POSTED ON WEBSITE

क्रम सं.	वर्णन	
1.	निविदा संदर्भ संख्या	NIT NO :-276/ PR-32/TC/N-403
2	निविदा प्राधिकृत	अधीक्षक प्राप्ति भंडार एवं निपटान मंडल बीबीएमबी तलवाड़ा
3	निविदा का कार्य	Purchase of Electrical Spare Parts for Various Vehicle
4	निविदा जारी करने की अन्तिम तिथि	10.09.2018 को 17 : 00 बजे तक
5	देय तिथि/प्रस्तुत करने का समय	01/10/2018 को 14 : 30 बजे तक
6	निविदा खोलने की तिथि/समय	01/10/2018 को 15 : 30 बजे के बाद
7	निविदा शुल्क	1180/-
8	धरोहर राशि	7500/-

For detailed terms and conditions please visit Website [www.bbmb.gov.in](http://www.bbmb.gov.in),

Superintendent,  
Proc., Stores & Disposal Division,  
BBMB, Talwara Township (Pb).

## **7. GST**

The GST will be paid extra as applicable. The firm shall record certificate the Bills/ Invoice as under

- i) Certified that the transaction, on which GST has been claimed, has been/shall be included in the return submitted/to be submitted to the GST law and the amount claimed from the BBMB has been deposited/shall be deposited with GST Authorities.
- ii) Certified that the supplies on which GST has been charged have not been exempted under the GST Act or the rules made thereunder and that GST charged on these suppliers is not more than what is payable under the provisions of the relevant act .
- iii) Certified that we shall indemnify the BBMB, in case, it is found at a later stage that wrong or incorrect payment has been received on account of the GST , the same will be refunded.

VI) Certified that we are registered as a dealer under the GST Act and our Registration No. is \_\_\_\_\_

Further, any loss due to non-availability of ITC or levy of penalty/ interest payable by BBMB on A/C of Non-filing of return or non-compliance or any misstatement given under the provision of GST Act by the contractor shall be recoverable from us.