

BHAKRA BEAS MANAGEMENT BOARD (IW)

THE O/O THE SR.EXECUTIVE ENGINEER, RM & SR DIVISION, NANGAL TOWNSHIP,

DIST. ROPAR- 140 124 (PB)

CORRIGENDUM – I

NOTICE INVITING TENDERING

NIT No.	Name of the work	App. Cost	Earnest Money	Last date /time of issue Tender	Last date/time of receipt of Tender	Date/Time of opening of Tender
06/18/RM	Providing and fixing steel structure comprising pillars and Trusses at Baba Nahar Singh Ji (Dhaulra Mandir), Bilaspur (HP)	2.85 lacs	5700.00	16.08.2018 at 1330 hrs	16.08.2018 at 1500 hrs	16.08.2018 at 1530 hrs

For detailed NIT/terms & conditions etc. please visit/downloaded from BBMB website www.bbmb.gov.in

BHAKRA BEAS MANAGEMENT BOARD (IW) O/O THE SR.EXECUTIVE ENGINEER, RM & SR DIVISION, NANGAL, DISTT. ROPAR- 140 124 (PB)					
<u>TENDER FORM</u>					
NIT No. 06/18/RM			Tender form No. _____		
Date of opening tender: 16.08.2018			Cost of Tender form. Rs. 200.00		
Time: 3.30 P.M.			Earnest Money. Rs.5700 .00		
Name of Contractor & Address :- _____					
Name of Work:- Providing and fixing steel structure comprising pillars and Trusses at Baba Nahar Singh Ji (Dhaulra Mandir), Bilaspur (HP)					
Sr. No.	Description of item	Ref. to CSR	Unit	Approximate Qty.	Rates offered by contractor
SCHEDULED ITEMS ON THROUGH RATE BASIS					
1	Earth work in excavation in foundations, trenches etc. in all kinds of soil where pick jumper work is not involved and not exceeding 2.0 meters depth including dressing of bottom and sides if trenches, stacking the excavated soil clear from edge of excavation and subsequent filling around ,masonry in 15 cm layer with compaction including disposal poof all surplus soil as directed within a lead of 30m.	6.6	Cum	3.24	
2	Cement concrete 1:2:4 with stone ballast or single using conc. Mixer volumetric type	10.12(ii)	Cum	3.24	
3	Steel work fixed independently without connecting plates including cutting hoisting and fixing in position (c)Tees, angles and channels	18.1(c)	Qtl.	14.06	
4	Structure steel work in angles, tees and flats, riveted or welded including cutting fixing all gusset plates, bolts, nuts, rivets, welding rod, etc. with hoisting and erecting in position:- (a) For roof trusses, well curbs, plats and trussed girders, etc. of any span for building and bridges up to	18.03(a)	Qtl.	25.92	
5	Applying priming coat with metal primer on new steel or iron work including preparation of surface:- (a)With ordinary quality primmer	16.21 (b)	Sqm	167.93	
6	Painting two coats excluding priming coat with ready mixed paint for metallic surface in all shades on steel or iron work (a)with Ordinary quality paint	16.22(b)	Sqm	167.93	

I am ready to execute the work as per terms & conditions (attached herewith duly signed on each page) of the NIT No.

No of sheets _____

Nos of conditions quoted. _____

By the Contractor _____

No. of cuttings _____.

No. of overwriting _____

Signature of the Contractor

Sr. A.O.

Sr. XEN, RM & SR Division.

Earnest money for Rs. _____ deposited vide Bank Draft/DAC No. _____ dated _____ and Rs.200/- on account of cost of tender form deposited vide Receipt/Bank Draft No. _____ Dated _____ on _____

BHAKRA BEAS MANAGEMENT BOARD (I.W) NANGAL TOWNSHIP.
NOTICE INVITING TENDER

NIT No. 06/18/RM Sr. Executive Engineer, RM & SR Division, Nangal Township, Distt. Ropar -140 124 (Punjab), invites sealed tender from the Central/State eligible contractors/ L&C Co.-Op Societies for the following work on through rate on work order basis. The tenders will be received up to 3.00 P.M. on dated 16.08.2018 and opened at 3:30 P.M. on same date in the above said office in the presence of the tenderer or their authorized representative, if they desire so. In case of holiday(s) the tenders will be entertained and opened on next working day at the same time and place respectively

Sr. No.	Name of Work	App. Cost	Earnest Money	Time Limit
1	Providing and fixing steel structure comprising pillars and Trusses at Baba Nahar Singh Ji (Dhaulra Mandir), Bilaspur (HP)	Rs 2.85 lacs	Rs 5700	Three months

TERMS & CONDITIONS:-

1. The reputed & financially sound contractors from the State/Central PWD, Railway, M.E.S. & others public sectors enterprises, who have the experience and capacity of handling the works of such magnitude need only to give tenders through e-tendering mode duly supported with the following eligibility criteria documents: -
 - (i) Detail of works of such magnitude successfully handled / executed by the tenderers alongwith valid documentary proofs.
 - (ii) Latest Income Tax Return / PAN copy.
 - (iii) Partnership deed or Registration certification of the firm or Company as the case may be.
 - (iv) Copy of valid enlistment of contractor in the respective class/amount from State/Central PWD, Railway, MES and other such Public Sector Enterprise, Autonomous bodies etc. for civil works.
 - (v) Power of Attorney as required under rule for joint venture.
 - (vi) List of work executed with cost.
 - (vii) The Contractor/L&C society should not have been black listed by any State Govt. Department /Central Government Department, MES, Railway, PSEs etc.
 - (viii) Service Tax/GST registration, if applicable.
 - (ix) Allotment EPF CODE Number from Employee Provident Fund Commissioner, and latest copy of challan of Deposit of EPF of the employees, if applicable

2. The L & C Co: Operative Societies must also produce a certificate duly numbered and signed by Registrar, Co-Operative Society to show that:-
 - i. The society is in existence, holds good reputation and there is no complaint against it.
 - ii. Financial capacity of the society for execution of the work.
 - iii. The Society should produce list of works executed by them in PWD and a certificate from the concerned division regarding the satisfactory performance.

3. The tender documents can be had upto 1.30 P.M. on the date of opening of tender from the office of Senior Executive Engineer, RM & SR Division Nangal at the cost of Rs. 200/- (Non Refundable) against written request along with documents as mentioned in clause 1 above.

4. The earnest money amounting to Rs. 5700/-- only in the shape of Bank draft drawn on any scheduled Bank payable at Nangal T/Ship/Naya Nangal in favour of A.O./BBMB, Nangal T/Ship may be attached with tender. The tender without earnest money will not be considered.

5. The earnest money shall be returned after three months or after approval of the tender, whichever is earlier, whether contractor submits tender or not.

6. Co-operative Societies shall be considered at par with other contractor for the purpose of depositing earnest money etc.

Signature of contractor

7. Conditional tenders or tenders received late or tenders submitted by email / through fax or incomplete tenders will be rejected out rightly without assigning any reason.
8. Detailed NIT./Design/Quantities/Specifications/any other information concerning to above work can be seen in the office of Sr. Executive Engineer, RM & SR Division, Nangal or any working day during working hours.
9. Acceptance of tender is subject to the approval of the competent authority, which does not bind himself to approve or accept the lowest tender or any other tender and reserves the right to reject any or all of the tenders received without the assignment of any reason.
10. The tender/quotation for the work shall remain open for a period of 120 days from the date of opening of the tenders/ negotiation, if held.
11. The earnest money furnished by the successful tenderers on whom the order is placed shall be converted into security deposit as a guarantee for faithful and satisfactory execution of the contract. Security deposits not claimed within three year from the date of the completion of contract shall be treated as "Lapsed Deposit and no claim for a refund thereof shall be entertained from the contractor except under very special circumstances and for good and valid reasons.
12. The earnest money/security deposit taken from the firms under this Para shall be forfeited in part or in full under the following circumstance:-
 - 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 acceptance of tender has been issued but the contractor refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of the fact whether the BBMB sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the BBMB to claim any other damage as admissible under the law as well as to take such executive action against the contractor as blacklisting etc.
 - c. Where the contract has been accepted but the contractor stops the work after partially fulfilling the contract, the security deposit shall be retained and adjusted against any loss that may be caused to BBMB through work being got completed from alternative source at the contractors risk & cost and or any other damage recoverable from the contractor 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 BBMB on the contractor for any damage or for any loss sustained by the BBMB on account of such breach.
 - e. In the event of non-compliance of removal of defects within defect liability period.
13. The work shall be completed within stipulated period. However under any unavoidable circumstances necessary permission to extend the period shall have to be specifically obtained by the executing agency from the competent authority i.e. tender approving authority of BBMB.
14. The rates quoted by the contractor shall be deemed to be for finished work inclusive of lead, lift and octroi charges, other local taxes and GST etc. Nothing extra will be paid on this account.
15. No claim on account of fluctuation in prices due to war or any other cause or act of god or disturbances/Bunds/Strikes will be considered. Similarly the department will not be responsible for any loss/damages to the material or structure due to the above reasons. No compensation will be paid for the same.
16. Specific item rates are to be quoted against each Non-Schedule item contained in the list attached with tender form. Rates should be quoted strictly in metric units. Any other unforeseen/Non-Schedule item should not be executed at site until the analysis of rates for such item is approved by the competent authority. Any other item not appearing in the detailed NIT. but covered under the CSR-2010 will be paid as per rates given in CSR+Sanctioned Zonal Premium as applicable on the date of opening of tender± tendered premium/abatement quoted by the agency.

Signature of contractor

17. Before tendering the contractor is advised in his own interest to visit the site and acquaint himself with the site conditions. No claim will be entertained Later on any account whatsoever.

18. The Competent Authority reserves the right to split / allot part work to any willing contractor / society at the general approved rates taking into account the capacity / capability of the contractor / society. Even after allotment of work, if it is found that capacity of the contractor is not adequate and the agency fails to gear up the progress after repeated instructions of the department, the competent authority reserves the right to cancel the work as a whole or to take away any item of work or any part thereof at any stage during the execution of work, currency of the work order and re-allot it to another agency with due notice to the contractor without liability of any compensation.

19. The quantities as given in the estimate/tender form are approximate and only for the guidance of contractors and not for any claim etc. The quantity of work can be increased/decreased or any item of work with-drawn and no claim on this account shall be entertained.

20. The Engineer-in-charge has the right to change the design and specification during the execution of the work.

21. 100% payment shall be made within 30 days after completion / acceptance of the work and actual measurement. However, running payments maximum once in a month, if desired by the contractor on submission of bill can be allowed. All running payments shall be treated as advance payments and any excess payment made to the contractor inadvertently or otherwise for this work or any other work shall be deducted from any payment what-so-ever payable by the department to the contractor.

22. 10% security shall be deducted from the running bills for work done by the contractor/Societies, the same shall be refunded after six months of the payment of final bill or on completion of defect liability period.

23. The income tax, any other tax i.e. Work Contract Tax and Labour Welfare Cess, GST etc as leviable will be deducted from the bill as per rules.

24. The work should not be assigned to other party or subletted without the written approval of the Department. In case it is done, the contract work order will be terminated on its merits and the contractor will not have any claim of any cost regarding agreement of man powers/material/machinery etc.

25. None can bid on behalf of the other person unless he holds the power of attorney or has letter of authority to that effect. In case the tenderer is other than individual i.e. firm, company etc. the tenders will be supported with the document having authority for the purpose.

26. Any person or agency found engaged in cartelization will be debarred from participating in the process of tendering.

27. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him:-

- i. Suitable temporary huts accommodation as in the opinion of the officer in charge of the work may be necessary.
- ii. Trench latrines, bathing enclosures and platforms separately for men and, women and their regular cleanliness to the satisfaction of the officer-in-charge.
- iii. Clean drinking water.
- iv. Safety equipment and first aid.
- v. The contractor will be held responsible, if any accidents of his labour occurs at site of work.

Note: - No labour will be allowed to reside at the site of the work without the approval of Engineer-in-Charge.

28. Fair wages clause as well as the latest Punjab Public works department contractors labour regulations, referred to in clause 'C' of the said clause will be binding on the contractor who will strictly follow the terms and conditions laid down therein.

Signature of contractor

29. It will be the responsibility of contractor to ensure that trees etc. in the labour camp site and in the vicinity thereof are not damaged by his labour or agent. Cost of such damages, if any will be assessed at the discretion of the Engineer-in-charge and deducted from the bills of the contractor.
30. Contractor shall make his own arrangement for the watch and ward of his plant and machinery etc. at site of work.
31. All residue matters not specifically covered by the provisions of agreement/work order shall be regulated in accordance with the department rules of PWD /BBMB.
32. In case of any delay or short supply of the above material, no claim for any compensation shall be entertained due to interruption in the work or the labour thus rendered idle.
33. In case of labour rate tender, material will be supplied free of cost on the above conditions at work-site.
34. The condition No.5 regarding arbitration contained in the standard work order form stands deleted and the condition No.3 stands substituted with the following:-
- "The order for execution of work can be cancelled and the work stopped at any time by the officer-in-Charge of the work or any other officer, superior to him in authority. The contractor will have no claim for any compensation or damages on this account."
35. A list of Govt. issued material remaining surplus with the contractor shall be supplied by him to the Engineer-in-Charge of the work within ten days of the completion of the work. The Engineer-in-charge shall give a notice in writing and advice to the contractor for the materials accepted for return and shall fix reasonable time limit for its carriage by the contractor to the department stores. If the contractor fails to do the carriage within the specified time it shall be got done by the Engineer-in-charge at the risk and cost of the contractor. In case he fails to furnish the afore-mentioned list, it would be presumed that he has no such surplus material left at site.
36. The contractor shall be responsible for the removal of all such debris as has been created by the work allotted to him from the site of work to specified place within 2 Km at his own cost. No extra payment for removal, loading, un-loading and disposal of debris within the above lead will be made. In case the agency fail to remove and dispose off the debris, it will be got removed by the department at the contractors cost and no claim regarding the department having spent excessive amount on the removal of the debris shall be entertained.
37. The work will be executed as per PWD, Specifications-2013 / Punjab Common Schedule of Rates of any other amendment up to date and as per Contract Agreement Specification to the entire satisfaction of Engineer-in-Charge. Common Schedule of Rates (CSR) shall be Punjab Common Schedule of rates with up to date amendments including sanctioned Zonal Premium (including issue rate of material) declared up to the date of opening of tenders. Even though all the works and materials necessary to satisfactory completion of the works may not be detailed in the specifications and schedules, their costs will be considered to be within the contract and no claim for extra charges will be accepted, provided that there is no substantial revision in the specifications of the work in which the consequential charges in price shall be on the already approved rates after approval by the competent / sanctioning authority.
38. Defects Liability Period will be 3 months calculated from the completion date of the work / project.
39. Contractor and their agents' are to exercise proper and vigilant control to ensure that cement concrete and mortar are proper and prescribed mixes, as indicated by the Engineer-in-charge, are being used. The samples of cement mixes for cement concrete and cement mortar can be filled by Sub Divisional Officer/Executive Engineer to ensure that the mortar of desired specification is being used.
40. Cost of material wasted in dismantling any portion of the work due to bad workmanship /neglecton of the specification will be recoverable from the contractor at double the issue rate.
41. The quality of material to be used for the work(s) by contractor shall be got approved from the department prior to starting of the work(s).
42. The quality of work shall be the prime essence of the contract and no compromise whatsoever is this regard will be acceptable.

Signature of contractor

43. The Engineer-in-Charge will bring into the notice of Contractor, if any defect is found during execution. Such action of the Engineer-in-Charge shall not affect the Contractor's responsibility. The Engineer-in-Charge can instruct the contractor to uncover & test any work that Engineer-in-charge considers that it may be defective. Whereas such notice of defect is given, the contractor shall correct the same within stipulated time failing which defect shall be got removed at contractor's risk & cost will be recovered from Contractor's bill / security.
44. If the Engineer-in-Charge instructs the contractor to carry out a test specified in the specifications to check whether any work has a defect, the contractor shall pay for the test/and any sample cost etc.
45. If the Engineer-in-charge instructs the contractor to carry out a test not specified in the specifications to check whether any work has a defect and the test shows that it has, the contractor shall pay for the test / and any sample cost etc.
46. The Engineer-in-Charge shall give notice to the contractor about of any defect before and prior to the end of the defects liability period, which begins at completion and is defined in the contract data. The defects liability period shall be extended further so long as defects remain to be rectified / set right.
47. Whenever a notice of a defect is given, the contractor shall correct the notified defect within the prescribed time limit specified by the Engineer-in-Charge in notice.
48. Uncorrected Defects: In the event of the contractor failing to remedy the defects, or remove the inferior quality material that he contracted for, within a period specified by the Engineer-in-Charge, as per notice given in this regard, then the contractor shall be liable to pay compensation which shall be determined by the engineer-in-Charge, depending on the nature or defect, provided that it shall not exceed the amount which will be required to set it right, by the Engineer-in-Charge by making own arrangement at departmental level or through an outside agency.
49. In case of any delay or short supply of the material to be supplied by departmentally, no claim for any compensation shall be entertained due to interruption in the work or the labour thus rendered idle. However, contractor shall arrange such quantity / quality of material / cement as ordered by the Engineer-in-Charge at his own cost at the lowest market rate and no recovery of cost / quantity of such material will be made from contractor bill. The difference of cost of material if any than the stock issue rates as provided in departmental rates shall be paid to the contractor.
50. As per decision of the Hon'ble Supreme Court, no over loading is to be done by the contractor. If it is found that over loading of material is carried by the contractor, then the carriage rates shall be reduced by 50% and the recovery will be made from the bill of the contractor. Full rate shall only allowed if it is certified by the field staff that the actual carriage of material is within the norms and no over loading has been done.
51. All the tests of material shall be made by the Engineer-in-charge in accordance with the approved method. The contractor shall afford such facilities as the Engineer-in-charge may require for collecting and forwarding the sample and the contractor shall furnish the required samples without charges..
52. In the event of failure of the contractor to complete the work within stipulated period, he shall be liable to pay as compensation an amount equal to ½ % per week, or part thereof subject to maximum 10% ordered value / contract value for the period of delay in completion.
53. Arrangement of water and Electric Power required by the contractor for the work shall be made by him at his own cost. Water charges shall be deducted from bill of contractor if department water is used by the contractor @ half percent of the gross value of work done. In case electric supply is made by the department on the request of the contractor, the recovery of the electricity charges shall be made as per prevailing commercial rates.
54. In case of any dispute between contractor and department during execution of work the matter shall be referred to concerned competent authority to approve the tendered rates / work order whose decision shall be final and binding on the contractor and the department.
55. In case of any dispute between the parties, local court at Anandpur Sahib shall have the jurisdiction to settle/decide and adjudicate upon such matter.
56. Any material left at site of work after a month from the completion of work shall become the property of the BBMB and no part payment shall be made to the contractor for such material.
57. If the work is to be carried out in restricted area, the work permit for contractor labour and material will have to be obtained by the contractor from BBMB.

Signature of contractor

