

 <p>Bhakra Beas Nation's Pride</p>	<p>Bhakra Beas Management Board Resident Engineer, Ganguwal & Kotla Power Houses Division, BBMB Ganguwal. Tel: - 01887- 236617 FAX No. 01887- 236617, 236649, 236650</p>	
---	--	---

NIT No.819

Name of Office: - Resident Engineer, Ganguwal & Kotla Power Houses Division, BBMB (PW), Ganguwal, Distt: - Ropar-140 123 (Punjab)

Name of work: - Replacement of CGI Cover sheets provided on penstock well mouth at Kotla Power House.

Last date & time for issue of tender	25.03.2019 upto 13.00 hours
Last date and time of receipt of tenders	25.03.2019 upto 15.00 hours
Date & time of opening of tender	25.03.2019 upto 16.00 hours
Approx. cost	Rs.5,26,400/-
Earnest Money	Rs.10,530/-
For more details, please log on BBMB website www.bbmb.gov.in .	

Resident Engineer,
Ganguwal & Kotla PHs, Division,
BBMB, (PW) Ganguwal

 <p>Bhakra Beas Nation's Pride</p>	<p>Bhakra Beas Management Board Resident Engineer, Ganguwal & Kotla Power Houses Division, BBMB Ganguwal. Tel: - 01887- 236617 FAX No. 01887- 236617, 236649, 236650</p>	
--	--	--

ANNEXURE –A

Detail for Notice Inviting Tenders against Press Tender Enquiry No.: 819

1.	Tender authority	Resident Engineer, Ganguwal & Kotla PHs, Division, BBMB, (PW) Ganguwal.
2.	Scope of tender	Replacement of CGI Cover sheets provided on penstock well mouth at Kotla Power House
1	Tender reference	NIT No.819
2	Last date and time of sale of tender	25.03.2019 upto 13.00 hours
3	Last date of submission of tender.	25.03.2019 upto 1500 hours through REGISTERED POST/ COURIER/ SPEED POST/AUTHORIZED REPRESENTATIVE
4	Date & time of opening of tender	25.03.2019 at 16.00 hours
5	Approximate cost of work.	Rs.5,26,400/-
6	Tender fee	Rs.1000.00 + 18% GST i.e. Rs.1180.00 for each tender through demand draft drawn in favour of Sr. Accounts Officer (P), BBMB, Nangal Township-140124 payable at State Bank of India, Naya Nangal (Code -0689)
7	Earnest Money	E/Money worth Rs.10,530/- in the shape of demand draft payable as above at Sr.No.6 above is to be deposited in the office Resident Engineer, Ganguwal & Kotla PHs, Division, BBMB, (PW) Ganguwal Distt: - Ropar (Punjab) PIN 140123
8	Address for communication	Resident Engineer, Ganguwal & Kotla PHs, Division, BBMB, (PW) Ganguwal Distt: - Ropar (Punjab) PIN 140123 (Phone No. 01887-236617)
9	Terms and conditions for issue of tender documents	As per Annexure –B.

Note: -

The tender form can be obtained from the office of Resident Engineer, Ganguwal & Kotla PHs, Division, BBMB, (PW) Ganguwal against the payment of **Rs.1000.00 + 18% GST i.e. Rs.1180.00** on any working day. However the tender can also be downloaded from BBMB website www.bbmb.gov.in. Such tender form will only be accepted along-with the cost of tender form to be deposited in the shape of demand draft drawn in favour of Sr. Accounts Officer (P), BBMB, Nangal Township-140124 payable at State Bank of India, Naya Nangal (Code -0689) at the time of submission of tender. No tender form will be entertained without tender cost & earnest money.

Resident Engineer,
Ganguwal & Kotla PHs, Division,
BBMB, (PW) Ganguwal.

GENERAL CONDITIONS FOR THE TENDERERS OF CONTRACT FOR THE CIVIL WORKS TO BE EXECUTED ON AGREEMENT BASIS

SPECIAL INSTRUCTIONS FOR TENDERERS

1. The reputed, financially sound and eligible contractors as per clause 3 below, duly registered with the State/ Central PWD, Railway, MES and other such Public Sector Enterprises, who have the experience and capacity of handling the work of such magnitude need only to give tender duly supported with the works handled by them.
 2. The Labour and Co-operative (L&C) Societies must also produce a certificate duly numbered and signed by the Registered Co-operative Society to show that: -
 - i. The society is in existence and holds good reputation and there is no complaint against it.
 - ii. Financial capacity of the society for execution of the work.
 - iii. The society should produce list of works executed by them in BBMB, State/ Central PWD, Railway, MES and other such Public Sector enterprises and a certificate from the concerned office regarding the satisfactory performance.
 3. The tender documents can be had/ downloaded upto **13.00 hours** on 26.02.2019 date from the office of website www.bbmb.gov.in at the cost of **Rs.1000.00 + 18% GST i.e. Rs.1180.00** (non refundable) in the shape of Demand Draft against written request along-with the following documents:-
 - i) Latest Income Tax Return/ PAN copy and GST Registration No.
 - ii) Partnership deed or Registration certification of the firm or Company as the case may be.
 - iii) Copy of valid enlistment of contractor in respective class from State/ Central PWD, Railway, MES and other such Public Sector Enterprises, Autonomous Bodies etc. for civil works.
 - iv) Power of Attorney as required under rule for joint venture.
 - v) List of work executed and/ or in progress with cost from BBMB, State/ Central PWD, Railway, MES and other such Public Sector Enterprises, Autonomous Bodies etc. for civil works.
 - vi) List of machinery and list of staff (Technical and Non-Technical).
 - vii) GST Registration may be supplied.
 - viii) Experience: -
 - a) Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous Financial Year, should be at least 30% of the estimated cost **i.r. Rs.1,57,920/-**.
 - b) Experience of having successfully completed similar works during last 7 year ending last day of month previous to the one in which bids are invited should be either of the following: -
 - Three similar completed works costing not less than the amount equal to 40% of the estimated cost **i.e. Rs.2,10,560/-**.
 - OR
 - Two similar competed works costing not less than the amount equal to 50% of the estimated cost **i.e. Rs.2,63,200/-**.
 - OR
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost **i.e. Rs.4,21,120/-**.
- Note: In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant equipment etc. may be incorporated according to the requirement of the Project.
4. The earnest money amounting to **Rs.10,530/-** only in the shape of Bank Guarantee/ Bank Draft drawn on any scheduled Bank payable at Nangal in favour of Sr.Accounts Officer, BBMB Nangal must be submitted physically in the office of Resident Engineer/ BBMB Ganguwal. The tender without earnest money will not be considered. Earnest money in any other shape shall not be accepted.
5. The earnest money shall be returned to the unsuccessful bidder after approval of the tender.

A. GENERAL CONDITIONS OF CONTRACT

Definitions:

1. Capital initials are used to identify defined terms.

ARBITRATOR means the person appointed under the provision of the Arbitration & Conciliation Act, 1996 to resolve the issues in a dispute between the parties to the contract.

BILL OF QUANTITIES (BOQ) means the priced and completed Bill of Quantities forming part of the tender document.

BOARD means the Bhakra Beas Management Board with its headquarters at Chandigarh.

COMPETENT AUTHORITY is the authority competent to exercise the financial powers as provided for in the DFR (Department Financial Rules of Punjab Irrigation Department) for Irrigation Wing **and Delegation of Powers of Punjab State Power Corporation Limited (PSPCL) as applicable in Power Wing.**

The COMPLETION DATE means is the date of completion of works.

The CONTRACT means the agreement between the Engineer-in-Charge and the contractor to execute the works.

The CONTRACT DATA means the documents and other information which comprise the contract.

The CONTRACTOR means a person or a Body Corporate including partnership firm, Co., PSUs or the Government Departments whose tender to carry out the works has been accepted by the Engineer-in-Charge.

The CONTRACT PRICE means the price quoted in the contract document signed by both parties.

DAYS mean calendar days.

DEFECT means a shortcoming, fault or imperfection in any part of the works and/or the works not completed in accordance with the specifications.

The DEFECTS LIABILITY PERIOD means the period named in the Contract Data and calculated from the completion date of the work/project.

The EMPLOYER is the Bhakra Beas Management Board acting through Resident Engineer/ Additional Superintending Engineer / Senior Executive Engineer CPHs Division, BBMB (PW) **Ganguwal.**

The ENGINEER-IN-CHARGE is Resident Engineer/Senior Executive Engineer/Additional Superintending Engineer BBMB who is responsible for supervising the contract or administering the contract, certifying payments due to the contract and awarding extensions of the time with the approval of competent authority.

EQUIPMENT means the contractor's machinery, stores, shuttering, scaffolding, vehicles brought temporarily to the site to execute the works.

The INITIAL CONTRACT PRICE means the contract price listed in the Engineer-in-Charge's letter of acceptance/contract.

The INTENDED COMPLETION DATE means the date on which it expected in normal circumstances, the contractor shall complete the works, as specified in the contract data. It may be revised only by the Engineer-in-Charge with the approval of competent authority.

MATERIALS means all supplied, including consumables, used by the contractor for incorporation in the works.

PENALTY CHARGE means the charge levied on account of penalty if the contractor fails to abide by the provisions of completion date which he shall be liable to pay as per clause of penalty for delay.

PLANT means an integral part of the works having a mechanical, electrical, electronic, chemical or biological function.

The SITE means the area defined as such in the contract data.

SITE INVESTIGATION REPORT means the document termed as report as included in the contract documents and is a factual interpretative report about the surface and sub-surface conditions at the site.

SPECIFICATIONS means the specification of the works included in the contract documents or any modification made therein subsequently which is approved by the Engineer-In-Charge or PWD specifications.

START TIME means the time to start the work as given in the contract data. It is the date when the contractor shall commence execution of the works. It need not necessarily coincide with any of the site possession dates.

TEMPORARY WORKS means the need based removable works designed, constructed, installed by the contractor which are needed for execution of the works and not permanent in nature.

VARIATION means the change in design including an instruction given by the Engineer-In-Charge which alters the works.

The WORKS means the tasks which are allocated by the BBMB under the contract where the contractor is to construct, install and hand over to the Engineer-In-Charge or maintain as defined in the contract data after completion.

GENERAL CONDITIONS

1. The documents forming the Contract shall be in the following order of priority.
 - i. Agreement.
 - ii. Letter of acceptance, notice to proceed with the works.
 - iii. Contractor's bid/Approved rates.
 - iv. Contract data.
 - v. Conditions of contract.
 - vi. Specifications.
 - vii. Drawings
 - viii. Bill of quantities
 - ix. Any other document listed in the contract data as forming part of the contract.
2. The language of the Contract and the law governing the contract are stated in the Contract data.
3. The earnest money/ security deposit taken from contractor shall be forfeited in parts or in full under the following circumstances.
 - a) If tenderer with-draws his tender at any stage during currency of his validity period, earnest money shall stand forfeited in full.
 - b) If work is allotted but contractor refuses to comply with the same, earnest money deposited by him shall be forfeited in full irrespective of the fact, whether the board has sustained any loss on account of his default or not. The forfeit use 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 execution against the contractor as blacklisting etc.
 - c) In the event of breach of contract, in any manner, the security deposit shall be forfeited and will be adjusted against the claim of the Board on the contractor for any damages or for any loss sustained by the Board on account of such breach.
 - d) In case the successful Contractor/agency fails within the specified time limit to sign the agreement and furnish the required performance security.
 - e) In case where it is discovered at any stage before and even during the currency of work, if allotted to the Contractor that he has made misleading or false statements in order to get the work allotted. Forfeiture of earnest money /security deposit would be in addition to and without prejudice to the right of the Engineer-In-Charge to take any other legal action against the Contractor.
4. No transport, labour and material except items mentioned in the Contract will be provided by the BBMB.
5. No partial work will be accepted.
6. In respect of labour employed by the contractor, all statutory provisions of relevant labour laws and other legislation should be strictly followed by the contractor and in case of any violation, he will be solely liable.
7. EPF Clause The bidder has to comply with all the Rules, Regulation of EPF Act.
8. The contractor shall pay not less than fair wages to labour engaged on works as per the applicable statutes.
9. The departmental reserves the right to delete /add or substitute any portion of the work as per requirement with the approval of Engineer- In-Charge.
10. In case of any dispute or difference between the parties, the court at Anandpur Sahib only shall have jurisdiction to settle / decide and adjudicate upon such matter.
11. The contractor shall submit periodic returns required under Contract Labour Regulations to the Labour Enforcement Officer as may be specified from time to time.
12. The contractor shall not be entitled to any compensation on account Temporary stoppage of work due to other construction activities or otherwise, the entire work will be carried out in close co-ordination with all other executive agencies.
13. The EMD at the time of tender shall be converted into security deposit. The security deposit will be deducted from the running bill at the rate of 10% of the gross value of the work done from time to time after taking into account the EMD converted as security. No Interest shall be payable to the contractor on account of security deposit.
14. The carriage of material up to site of work is the liability of the contractor.
15. Toll Tax/Entry Tax and any other Taxes is the liability of contractor.
16. Except where otherwise specifically stated, the Engineer-in-Charge / Chief Engineer will decide Contractual matters between the Engineer- In-Charge and the Contactor in the role of representative of the Employer.
17. Only written Communications between parties which are referred to in the conditions will be deemed as effective.
18. The contractor shall be entitled to get the part work executed through Sub-Contractor only, with the approval of the Engineer-In-Charge in writing. However, the Engineer-In-Charge is not bound to accept the proposal for sub-contracting. Sub-contractor will not alter any of the contractor's obligations and responsibilities under the contract.

19. If the Engineer-In-Charge asks the contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons thereof, the contractor shall ensure that the persons leaves the site within seven days and has no further connection with the work in the contract.
 20. Contractor shall deploy his supervisor for the period of contract with the consent of Engineer-In-Charge, as per provisions in force.
 21. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of contractor.
 22. It will be the responsibility of the contract that he stratifies himself regarding the geological and hydraulic data of the work Engineer-In-Charge will not be responsible if any of the information mentioned in the site investigation report is found to be a variance with the site conditions during execution of the work and in consequences thereof, nothing extra will be payable to the contractor on this account.
 23. The Site for execution of the work will be made available as soon as work is awarded. In case, it is not possible for the department to make the entire site available on the award of the work, the contractor shall make his own alternative arrangements in his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for given the site gradually in parts will be tenable. The contractor must satisfy himself regarding site, acquisition of land, earth lead, approach roads etc.
 24. The contractor shall be required to make adequate dewatering arrangements to make the area dry for construction work. No separate payment shall be made to the contractor for dewatering and the rates quoted by the contractor for various items of BOQ shall include the cost of dewatering.
 25. The Engineer-In-Charge will clarify queries on the contract date.
 26. The contractor shall construct and install/complete the works in accordance with the specification and drawings.
 27. The contractor will commence execution of the works on the start date and shall carry out the works in accordance with the action-plan submitted by the contractor, as updated with the approval of the Engineer-In-Charge and complete them by the intended completion date. The completion shall include restoration of the site to original shape and free from post construction maladies.
 28. Defect liability period will be as provided in the contract document.
 29. The contractor shall be responsible for the overall safety of all personnel and activities on the site.
 30. Arbitration will be conducted as per the Arbitration and Conciliation Act, 1996 or any amendments thereof, as mentioned in the contract.
 31. The contractor shall carryout all instructions of the Engineer-In-Charge which are in consonance with the applicable laws where the site is located.
 32. Cement required for construction will be supplied to the contractor at the CSR rates applicable on the date of opening of tender+ C.P. and in case department does not supply the cement, the contractor will arrange cement at his own level. No charge for carriage of the said material will be paid. The contractor will take the material against the signature on indents/Register. After the delivery of the material from stores, the contractor will be responsible for the security & safe custody of material and for keeping it in good condition at his own cost till it is consumed on the work or returned to the store.
Cement: Rs. _____ per bag of 50 kg (including cost of E.C. bag).
- Note:-
- i) In addition to the above mentioned issue rates of materials, storage charges @ 3% or any other charges as per Punjab CSR/sanctioned zonal premium shall be charged etc.
 - ii) The recovery will be as per sanctioned zonal premium operative currently and the same shall be revised according to the sanctioned zonal premium of the concerned zone. In case it is further revised on or before the date of opening of tender shall be binding upon Contractor/Societies.
33. The contractor shall during the execution and completion of the work and while remedying any defects therein, take all reasonable steps to protect the environment of the site and to avoid damage or nuisance to person or property of the public or others.
 34. The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract labour (Regulation and Abolition) Act, 1070, Payment of Wages Act, 1936, Employer's Liability Act, 1938, Maternity Benefits Act, 1961 and the Industrial Dispute Act, 1947 and other relevant laws as applicable and the rules and regulations framed there under from time to time. The onus or responsibility in case of death or injury to the labour/worker during the currency of work or at the time of execution of work will fully lie with Contractor/Executing Agency. The BBMB will bear no claim/responsibility in this regard what so ever.
 35. The Contractor will maintain his labour record/attendance register of labour according to relevant applicable laws without any relaxation.
 36. Defects Liability Period will be **One year** calculated from the completion date of the work/project.
 37. Any other Clause which the Engineer-In-Charge feels necessary to include keeping in view the interest of work can be incorporated as special terms and conditions with due approval of the concerned Chief Engineer.

38. Keeping in view the provisions of Input Tax Credit, as per section 171 of CGST Act, the tenderer shall clearly indicate that whether any reduction in rates of tax on any supply of goods or services or the benefit of input tax credit accrued to the seller on account of such supply of goods and services shall be passed on to the purchaser and if so exact amount or percentage of quoted price which shall be credited to purchaser be specifically intimated.
39. The tenderers should specifically mention the period of validity of offers. The period of the validity should not be less than **120 days** from the date of opening of tenders.

B. TIME CONTROL

1. Time is the essence of contract and the Works shall be completed within **Two months** from the date of award of contract.
2. Penalty for Delay. The time allowed for carrying out the work shall be strictly observed by the contractor which shall be reckoned from the date on which the 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 be the essence of the contract on the part of the contractor) and contractor shall pay as penalty an amount equal to half percent per week or part thereof of the cost of the whole work. Provided always that the entire amount of penalty to be paid under the provision of this clause shall not exceed 10% of the cost of whole work. However, no liquidated damages will be levied in case period for completion of the work is extended on prorata basis on account of increase in quantities of the work, beyond what was stipulated in Bill of Quantities.
3. Within the time stated in the contract data the contractor shall submit to the Engineer-In-Charge, a programme showing the general methods, arrangements, order and timing for all the activities in the works, for his approval.
4. An updated programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
5. The contractor shall submit to the Engineer-In-Charge for approval an updated programme at intervals no longer than the period stated in the contract document. If the contractor does not submit an update programme within this period, the Engineer-In-Charge may withhold the amount stated in Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
6. The contractor may revise the programme and submit it to the Engineer-In-Charge again at any time for consent/approval, but the Engineer-In-Charge's approval of the programme shall not alter the contractor's obligations.
7. The Engineer-In-Charge shall extend the intended completion date with the approval of competent authority if the variation is more than 5% and makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which should cause the contractor to incur additional cost.
8. 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 and upto $\pm 35\%$ variation in contract price.

C. QUALITY CONTROL

1. The Work will be executed as per PWD Specifications-2013/ Punjab Common schedule of Rates for 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 changes in price shall be on the already approved rates after approval by the competent/sanctioning authority. For Delhi----DSR shall be applicable only.
2. The quality of material to be used for the work (s) by the contractor shall be got approved from the department prior to starting of the work (s).
3. The quality of work shall be the prime essence of the contract and no compromise whatsoever in this regard will be acceptable.
4. The work/ a part of the work should not be assigned to the other party and Sublette without the approval of contract awarding authority i.e. with the due recommendations of Engineer-In-Charge.
5. The department reserve the option to take away any type of work or any part thereof at any time during the currency of contract & same will be allotted to any other agency with due notice to the contractor without liabilities of any compensation.

6. 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.
7. 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.
8. 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.
9. The Engineer-In-Charge shall give notice to the contractor about 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.
10. 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.
11. Uncorrected Defects: In the event of the contractor failing to remedy the defect, or remove the inferior quality material that he contacted 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.

D. COST CONTROL

1. If total cost of work exceed by more than 35% the further execution will done on the overall approved rates after approval by the competent/sanctioning authority.
2. Any other unforeseen /Non Scheduled item should not be used at site until the analysis of rates for such item is approved by the competent authority. Any other item not appearing in the detailed NIT but covered under the Punjab CSR-2010 will be paid as per rates given in Punjab CSR+ Sanctioned Zonal Premium as applicable on the date of opening of tender \pm tendered premium/abatement quoted by the agency with reasonable variance.
3. The value of work executed shall be determined by the Engineer-In-Charge as per actual measurement of work done at site.
4. The value of wok executed shall comprise the value of the quantities completed as per the Bill of quantities.
5. The rates quoted by the contractor shall be deemed to be inclusive of all taxes/GST. Nothing extra will be paid on this account.
6. Deduction shall be made from every bill under the relevant taxation of the land for the income tax. To deposit GST to the concerned authority is the entire responsibility of the contractor.
7. The contractor shall request the Engineer-In-Charge to issue a certificate of completion of the works and the Engineer-In-Charge will do so upon deciding that the work is completed within 30 days of the receipt of request.
8. The Engineer-In-Charge or his authorized representative shall take possession over the site and the control of works within seven days after issuance of certificate of completion.
9. BBMB has been registered in five states / UT and GSTIN No. of BBMB for Punjab is 03AAALB0193K3ZF and for Himachal Pradesh is 02AAALB0193K1ZJ. The following certificates shall be supplied at the time of invoicing:-
 - i. Certified that the transaction on which GST is claimed has been/ shall be included in the return submitted/ to be submitted under GST Law and the amount claimed from 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 GST Act or rule made there under and that GST charged on these suppliers is not more than what is payable under the provisions of 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 GST; the same will be refunded.
 - iv. Certified that we are registered under 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 account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST Act by the contractor shall be recoverable from us.

E. FINISHING THE CONTRACT.

1. 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 payments made to the contractor inadvertently or otherwise for this work or any other work shall be deducted from any payment whatsoever payable by the department to the contractor.
2. The security deposit will be deducted from the running bill @ 10% of the gross value of the actual work done from time to time after taking into account the EMO converted as security. No interest shall be payable to the contractor on the amount of security deposit. Security deposit not claimed within three years from the date of completion of contract including the defect liability period, shall be treated as "Lapsed Deposit" and no claim for refund thereof shall be entertained from the contractor thereafter.
3. On faithful execution of contract in all respects, the security deposit of the contractor shall be refunded after the expiry of defect liability period. Security deposit shall be refunded after the issuance of defect liability Certificate which shall be issued by the Engineer-in-Charge within **30 days** on completion of work. If any defect is noticed during defect liability period, the same shall have to be rectified by the contractor at his own cost.
4. Any material left at the work site after a month from the completion of work shall become the property of the BBMB and no claim of contractor in this regard shall be entertained.
5. The Engineer-in-Charge may terminate the contract if a fundamental breach of the contract is caused by the contractor.
6. **Fundamental breach of Contract includes.**
 - a. The contractor stops work for 28 days when no stoppage of work is shown on the scheduled programme and the stoppage has not been authorized by the Engineer-in-Charge.
 - b. The Engineer-in-Charge instructs the contractor not to delay the progress of the works and the contractor failed to re-start the work within 28 days.
 - c. The Engineer-in-Charge gives Notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge.
 - d. The contractor does not maintain a security which is required.
 - e. If the contractor in the judgment of the Engineer-in-Charge has engaged in corrupt or fraudulent practices in completing for or in executing the contract. For the purpose of this paragraph "Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the acting of public official in the procurement process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Engineer-in-Charge and includes cartelization collusive practice amongst bidders (prior to and after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Engineer-in-Charge of the benefits of free and open competition.
7. If the contract is terminated the contractor shall stop work immediately make the site safe and secure and leave the site as soon as reasonably possible.
8. If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. The remaining work will be carried out by the department at the risk and cost of the contractor from an alternative source and the additional cost thereof shall be recovered from the contractor.
9. The deduction of usable dismantled material shall be made as per rates approved by Engineer-in-Charge.

F. SPECIAL CONDITIONS OF CONTRACT

1. The various works shall be done as per approved design/specifications. The periodical checking of these by the Engineer-in-Charge or his representative or quality control officers of BBMB shall not absolve the contractor of his responsibility regarding their accuracy in case of any deviation or discrepancy, the contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved Engineer-in-Charge shall further have the right, if need be to rectify the discrepancies and recover the cost from the contractor.
2. Engineer-in-Charge with the approval of work sanctioning authority has the right to change the design / specifications during the execution of work.

3. The field staff will watch/ensure that the actual carriage of material is done within the norms and no overloading has been done in the vehicles used. If during the execution of work, it is found that overloading of material is carried by the Agencies, then the carriage rates are to be reduced by 50% and recovery will be made from bill of Agencies.
4. All materials before being incorporated in the work shall be inspected and if necessary tested before use by the Engineer-in-Charge. Any work on which such materials are used without approval and written permission of the Engineer is liable to be considered as defective and not acceptable.
5. The day to day and periodical test to be carried out on material mixes and placed concrete etc. shall be specified by the Engineer-in-Charge from time to time and the contractor shall allow all the facilities and cooperation towards collection of samples etc. All labour for collecting samples for test will be supplied by the contractor free of cost to the Engineer. Testing charges shall be borne by the contractor. Transportation of work samples from work site to and fro from the laboratory shall be arranged by the contractor at his own cost.
6. Any authorized representative of the contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. If the contractor's representative fails to be present as aforesaid, the sample as are taken by the Engineer-in-Charge or his representative shall be considered to be authentic. The contractor will however, be informed of the details of such samples having been taken.
7. The materials and mixes shall be tested day to day and periodically at the laboratory and the results given thereby shall be considered correct and authentic by the contractor. The contractor shall be given access to all operations and tests and may be carried out as aforesaid so that he may satisfy himself regarding the procedure and method adopted. It shall then be the contractor's responsibility to produce on the works, materials and finished items to the standards based on the laboratory design and tests.
8. The methods of sampling and testing and procedures and standards shall be laid down by the Engineer-in-Charge from time to time.
9. The quality and quantity of material shall be the responsibility of the contractor, irrespective of the tests results being good.
10. 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.
11. The contractor shall not set fire and sanding jungle trees, bush wood or grass without a written permission from the Engineer-in-Charge.
12. When such permission is given and also in all cases when destroying of dug trees, bush wood, grass etc. fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
13. Any damage caused by the spreading of such fire, whether in or beyond limits of the department property shall be made good by the contractor within a period specified by the Engineer or in default the amount of the damage shall be recovered by the Engineer-in-Charge from the contractor's bill as damaged or deducted by the other duly authorized officer from any sums that may be due or become due from the department to the contractor under the contract or otherwise.
14. The contractor shall bear the expenses of defending any action or law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay and damage and cost that may be awarded in consequence.
15. The contractor shall himself procure and employ his own machinery and equipment for the work under contract with him.
16. The Engineer-in-Charge may order the contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the contractor will be entertained by the Engineer-in-Charge.
17. A site order book shall be kept on the site of the work. As far as possible all order, regarding the work are to be entered in his book. All entries therein shall be signed by the Engineer-in-Charge or his representative and the contractor or his authorized representative. The site order book shall not be removed from the work site except with the written permission of the Engineer-in-Charge and the contractor or his representative shall be bound to take note of all instructions and direction meant for the contractor as entered in the site order book without having to be called on separately to note them. The authorized representative of the Engineer-in-Charge shall submit periodically copies of the remarks in the site order book to the Engineer-in-Charge for record and to the contractor for submitting compliance report.
18. The contractor shall conform to the regulations, by laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Engineer-in-Charge against any claims or liability arising from based on the violations of any such laws, ordinance, regulations, order and decrees etc.

19. The contractor shall make his own arrangement for supply of all materials. The contractor shall be responsible for all transportation and storages of the material at site and shall bear all the related costs. The Engineer-in-Charge shall be entitled at any time to inspect or examine such materials. The contractor shall provide reasonable assistance for inspections or examination as may be required.
20. The contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Engineer-in-Charge.
21. Large stock of cement shall not be kept at works but only sufficient quantities shall be kept to ensure continuity of the work. The contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 Cm. above the floor level and shall be covered with tarpaulin or any other imperative covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the contractor shall maintain satisfactory records which could at any time show the date receipt and proposed utilization of cement lying in the stores at site.
22. The contractor shall adhere to wage legislation in force and shall pay not less than fair wages to the labour engaged in his work directly by him or through his sub-contractor. Fair wage would mean the wage, whether for the whole or piece work, as notified from time to time and where such wage is prescribed by the District Authorized of the district in which the work is done.
23. The Engineer-in-Charge have the right to deduct from the money due to contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of contract for the benefit of the workers.
24. BBMB has adopted the integrity pact to promote integrity, transparency and competitiveness in BBMB for the works costing above Rs. 1.00 Crore. To implement the said integrity pact programmer, BBMB has appointed IEMs are as under :-

- | |
|---|
| <ol style="list-style-type: none">1. Name & Address of I.E.M.2. Name & Address of I.E.M. |
|---|

For the implementation of integrity Pact, an agreement between the Principal (BBMB) the purchaser) and Bidder/Contractor (as per Appendix-I) is necessary in case of procurement/execution of works/goods/services. The soft copy of agreement along with relevant Appendices has been uploaded on website of BBMB i.e.bbmb.nic.in with the tender documents. The bidders are required to submit the said agreement on Non-judicial Stamp paper of value Rs. 15/- (duly attested by the competent attesting authority to make it a legal document) along with EMO. Tenders not accompanied by the said agreement on behalf bidder shall not be considered in case of any complaint regarding tendering the bidder may contract any one of the above IEMs.

25. Force Majeure: - Neither party shall be liable to each other, for any loss or damages, occasioned by or arising out of acts any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of Govt, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism Accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of seller or its suppliers, that prevent Seller from furnishing the materials or equipment and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent avoid or mitigate the effect of such acts, event or occurrences and which events or the effects thereof are not attributable to Party's failure to perform its obligations under this agreement.