

Tender Detail

Basic details:

Event/Tender ID:	
Reference/Tender No:	E– Tender No- 5/2024-25/BLB Dated:- 29/10/2024
Department:	BHAKRA BEAS MANAGEMENT BOARD, BALLABGARH, DISTT- FARIDABAD, HARYANA-121004.
Department officer:	Sr. Executive Engineer, O & M Division BBMB, Ballabgarh
Brief scope of work:	E-Tender for Repair and Maintenance of Non-Residential Buildings at 220 KV Sub-Station BBMB, Ballabgarh.
Tender Details	E-Tender for Repair and Maintenance of Non Residential Buildings at 220 KV Sub-Station BBMB, Ballabgarh.

Details

The tender document (specification) shall be allowed to download to those interested bidders who fulfill the following Pre-Qualifying conditions:-

The reputed, financially sound and eligible contractors as below, duly registered with the State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. in the respective class 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.

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:-

- (a) The society is in existence and holds good reputation and there is no complaint against it.
- (b) Financial capacity of the society for execution of the work.
- (c) The society should produce list of works executed by them in BBMB, State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. and a certificate from the concerned office regarding the satisfactory performance.

The tender documents can be had/ down loaded from website <https://etenders.gov.in> at the cost of **Rs.1000+18% GST**(non refundable) in shape of Demand Draft in favour of Sr Accounts Officer, BBMB, Delhi payable at SBI, Punjabi Bagh, Delhi against written request along with submission of the following documents:-

- i. Latest Income Tax Return / PAN copy.
 - ii. Partnership deed or Registration certification of the firm or Company as the case may be.
 - iii. Copy of valid enlistment of contractor in the respective Class from State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. for Civil works.
 - iv. Power of Attorney as required under rule for joint venture.
 - v. List of works executed and / or in progress with cost from BBMB, state/Central PWD, Railway, MES and other such public sector enterprises, autonomous Bodies, Municipal Corporations/Councils/ Committees , etc. for civil works.
 - vi. List of machinery and list of staff (Technical and Non-technical) or on hire basis.
 - vii. GST Registration, if, applicable.
 - viii. **Experience:-**
 - a. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs 1.49 Lacs**.
 - b. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:-
 - Three Similar Civil completed works costing not less than **Rs. 1.99 Lacs**
Or
 - Two Similar Civil completed works costing not less **Rs. 2.49 Lacs**
Or
 - One Similar Civil completed work costing not less than **Rs 3.98 Lacs**
- The Similar Civil works means construction of Building/Road/Foot Path of Cement Concrete or RCC works in the State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal corporations/ Councils/ Committees etc. for Civil works and similar works means that tenderer must have completed similar nature of work. Bidder will submit copies of Work Orders/ Allotment letters executed by him with his PQ documents.
- The satisfactory performance/completion certificate of the work of above minimum experience as stated above and other already executed with cost from State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. must be taken from the client for whom the bidder has executed the works and it should be signed by the officer not below the rank of Executive Engineer or Equivalent or authorized officer.
- 4 The earnest money amounting to **Rs 4980/-** in the shape of Bank Guarantee/ Bank draft drawn on any scheduled Bank payable at SBI, Punjabi Bagh, Delhi in favour of Sr. Accounts Officer, BBMB, Delhi must be submitted physically in the office of Sr. Executive Engineer O&M Division, BBMB, Ballabgarh before the last date of submission of Tender. The tender without earnest money will not be considered. Earnest money in any other shape shall not be accepted.
 - 5 The contractor/L&C Society should not have been black listed by any of the State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc.
 - 6 EPF code No. from Employee Provident Fund Commissioner, and latest copy of challan of Deposit of EPF of the employees, if applicable.

IMPORTANT NOTES

	<ol style="list-style-type: none"> The BBMB reserves the right in respect of the following without assigning any reasons whatsoever:- <ol style="list-style-type: none"> increase or decrease the above stated minimum pre-qualification requirements should the circumstances warrant for such a change in the overall interest of the Board, amend the scope of work, reject or accept any for reasons of not submitting request according to stipulated instructions including national defense or security consideration or wrong declaration or misconduct or factual incorrectness in submitted data/ documents, Cancel the process and reject any/all application(s) The BBMB will neither be liable for any such actions without recourse to appeal nor be under any obligation to inform the Applicant of the grounds for his decision. BBMB reserves the right to cross-check/ascertain/scrutinize the documentary evidences furnished by them along with their request, at any stage or request for any additional information/ documents; from any or all Applicant(s). Allowing of the Applicants to participate in further tendering process shall not be construed that they have fulfilled the prescribed eligibility criteria as laid down in NIT as they shall have to meet with other requirements stipulated in Tender Document. Notwithstanding anything stated above, the BBMB reserves the right to inspect the manufacturing Works & Installations etc. at any stage to assess Applicant's capability to perform and execute the requisite scope of work, should the circumstances warrant such an assessment in the overall interest of the BBMB.
Stage:	Multiple
Envelope:	EMD, Technical Bid & Price Bid
Bid validity period (in days) :	Minimum 180 days from the date of opening of Part –I
Type of contract:	Civil Works
Project duration/delivery or completion period:	60 Days
Download document:	After meeting the Pre-Qualification criteria and download of documents
Event / Estimated value:	Rs 4.98 Lacs
Bid submission configuration:	
Bid evaluation:	Grand total wise
Mode of bid submission:	Online Bidding

Bidding access:	Open
Base currency:	INR
Bidding type:	National competitive bidding
Consortium:	Not allowed
Bid withdrawal:	Allowed
Key configuration:	
Bidding variant:	Buy
Pre-bid meeting:	Not required.
Question / Answer requires:	No
Dates configuration:	
Document downloading start date & time:	Bidders who fulfill the pre-qualification requirement shall be allowed to download the tender document subject to payment of document fees as prescribed under payment details. 29/10/2024 from 13:00 Hrs.
Document downloading end date & time:	28/11/2024 upto 16:00 Hrs.
Bid submission start date & time:	Bidders who fulfill the pre-qualification requirement shall be allowed to submit the tender document subject to payment of document fees as prescribed under payment details from 29/10/2024 from 10:00 Hrs.
Bid submission end date & time:	28/11/2024 upto 16:00 Hrs.
Bid opening date & time:	29/11/2024 from 16:00 Hrs. onwards
Document / EMD / Security fee detail:	
Document fees:	Allow
Mode of document fees payment:	Offline

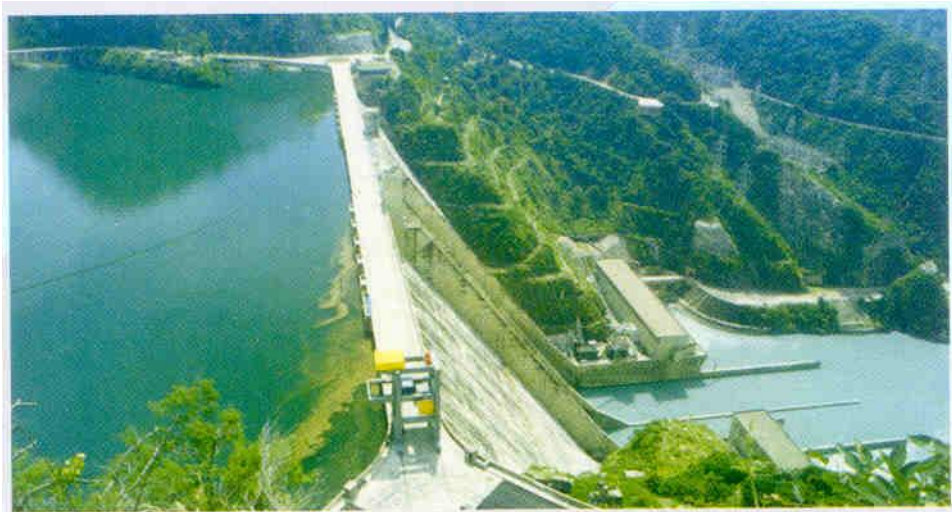
Document fees amount:	Rs 1000/- (One thousand only) + 18% GST
Document fees payable at:	Tender document fees shall be paid in shape of Demand Draft in favour of Sr Accounts Officer, BBMB, Delhi payable at SBI, Punjabi Bagh, Delhi
EMD:	Allow
Mode of EMD payment:	Offline
EMD amount:	Rs 4980 /- .
EMD payable at:	The earnest money amounting to Rs 4980/- shall be paid in the shape of Bank Guarantee/ Bank draft drawn on any scheduled Bank payable at SBI Punjabi Bagh, New Delhi in favour of Sr. Accounts Officer, BBMB, Delhi must be submitted physically in the office of Sr. Executive Engineer O&M Division, BBMB, Ballabgarh before the last date of submission of Tender. The tender without earnest money will not be considered. Earnest money in any other shape shall not be accepted.

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BHAKRA BEAS MANAGEMENT BOARD

BHAKRA BEAS

NATION'S PRIDE



NIT No. - 5/2024-25/BLB

FOR

Repair and Maintenance of Non Residential Buildings at 220 KV Sub-Station BBMB, Ballabgarh.

ISSUED BY

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

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**BHAKRA BEAS MANAGEMENT BOARD (P.W)
TENDER NOTICE**

NIT .No – 5/2024-25/BLB

Sr XEN, O & M Division BBMB Ballabgarh Invite sealed tender from the Central/ State Eligible Contractor/L/C Co-operative Societies for the following work on agreement basis.

Sr. No.	Name of Work	Approx. Cost	Earnest Money	Time limit
1	Repair and Maintenance of Non Residential Buildings at 220 KV Sub-Station BBMB, Ballabgarh	Rs 4.98 Lacs	Rs 4980/-	60 Days

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

I 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 Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. in the respective class 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 downloaded from the website <https://etenders.gov.in> at the cost of **Rs.200+18% GST**(nonrefundable) in shape of Demand Draft in favour of Sr Accounts Officer, BBMB, Delhi payable at SBI, Punjabi Bagh, Delhi *along with submission of the following documents:-*

- i. Latest Income Tax Return / PAN copy.
- ii. Partnership deed or Registration certification of the firm or Company as the case may be.
- iii. Copy of valid enlistment of contractor in the respective Class from State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. for Civil work.
- iv. Power of Attorney as required under rule for joint venture.
- v. List of works executed and / or in progress with cost from BBMB, state/Central PWD, Railway, MES and other such public sector enterprises, autonomous Bodies, Municipal Corporations/Councils/ Committees , etc. for civil works.
- vi. List of machinery and list of staff (Technical and Non-technical) or on hire basis.
- vii. GST Registration, if, applicable.
- viii. **Experience:-**
 - a. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **Rs 1.49 Lacs**.
 - b. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:-

- Three Similar Civil completed works costing not less than **Rs. 1.99 Lacs**
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The satisfactory performance/completion certificate of the work of above minimum experience as stated above and other already executed with cost from State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc. must be taken from the client for whom the bidder has executed the works and it should be signed by the officer not below the rank of Executive Engineer or Equivalent or authorized officer.

- 4 The earnest money amounting to **Rs 4980/-** shall be paid by the bidder in the shape of Bank Guarantee/ Bank draft drawn on any scheduled Bank payable at SBI Punjabi Bagh, New Delhi in favour of Sr. Accounts Officer, BBMB, Delhi and must be submitted physically in the office of Sr. Executive Engineer O&M Division, BBMB, Ballabgarh before the last date of submission of Tender. 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.
- 6 The contractor/L&C Society should not have been black listed by any the State / Central PWD, Railway, MES and other such Public Sectors Enterprises, Autonomous bodies, Municipal Corporations/Councils/ Committees etc.
- 7 EPF code No. from Employee Provident Fund Commissioner, and latest copy of challan of Deposit of EPF of the employees, if applicable.

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

II GENERAL CONDITIONS OF CONTRACT

Definitions:

1. Capital initials are used to identity defined terms.

ARBITRATOR means the person appointed under the provisions 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 means 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 **Senior Executive Engineer O&M Division, BBMB, Ballabgarh.**

The ENGINEER-IN-CHARGE is Resident Engineer / Senior Executive Engineer/Additional Superintending Engineer/Senior Executive Engineer, BBMB who is responsible for supervising the contract or administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract and awarding extensions of 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 supplies, including consumables, used by the contractor for incorporation in the works.

PENALTY CHARGE means the charges 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 mean 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.

SPECIFICATION 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 mean 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.

GST mean Goods and Service Tax.

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.

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

III GENERAL CONDITIONS

1. The documents forming the Contract shall be in the following order of priority.(as Applicable)
 - a) Agreement.
 - b) Letter of acceptance, notice to proceed with the works
 - c) Contractor's bid/Approved rates.
 - d) Contract data.
 - e) Conditions of contract.
 - f) Specifications.
 - g) Drawings
 - h) Bill of quantities
 - i) 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 work as per the applicable statutes.
9. The department 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 Faridabad 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 of 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-Chief / Chief Engineer will decide Contractual matters between the Engineer-In-Charge and the Contractor 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-contacting. 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 person 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 contractor that he satisfies 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 at 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 giving 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 data.
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 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 carry out 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.

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 remodifying 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, 1970 Payment of Wages Act, 1936, Employer's Liability Act, 1938, Maternity Benefits Act, 1961 and the Industrial Disputes 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 6 months 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. The Quantity of any item can be increased or decreased as per site requirement for functional completion of work.
 39. The NIT along with Original Tender, subsequent amendments and Work Order shall be the part of Contract Agreement.
 40. Cement, Steel and all other materials shall be arranged by the Contractor at his own expenses and nothing will be paid by the BBMB in this regard.
 41. The quoted rates in the Bid Forms are to be through rates unless otherwise specified.

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

IV - TIME CONTROL

1. Time is the essence of contract and the Works shall be completed within **60 days** 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 pro-rata 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 would 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 up to +/-35% variation in contract price.

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

V - QUALITY CONTROL

1. The Work will be executed as per Punjab PWD Specifications -Latest/Punjab Common Schedule of Rates- 2020 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.
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 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.

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VI-COST CONTROL

1. If total cost of work exceed by more than 35% the further execution will be 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-2020 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 work 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 the rates and other taxes including GST on all materials and services that the contractor will have to purchase and use for performance of the contract.
6. Deduction shall be made from every bill under the relevant taxation laws of the land for Income Tax, Labour cess etc., as applicable.
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.

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VII FINISHING THE CONTRACT

1. **Payments** : 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. **Security Deposits**: 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 EMD 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 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 include:
 - 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 work 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 the 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 got 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.

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VIII 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 the 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 Engineers 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. An 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 that 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 any standing 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 by 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 any 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 any 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 on this account.
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 this 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 directions 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 or based on the violations of any such laws, ordinance, regulations, orders 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 impervious 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 of 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 Authorities of the district in which the work is done.
 23. The Engineer-In-Charge shall 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. **Integrated pact:-** 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 programme, BBMB has appointed IEMs (Independent External Monitors). The name, address & Contact details of IEM's are as under:-
 1. Name & Address of I.E.M
 2. Name & Address of I.E.M
 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 God, 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 that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences and which events or the effects thereof are not attributable to Party's failure to perform its obligations under this Agreement.

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IX- SPECIAL TERMS AND CONDITIONS

1. As Pb. CSR - 2020 rates are inclusive of all taxes including GST. (Octroi Charges, Toll Tax, GST, Labour Welfare Cess, Turn Over Tax and other local Taxes etc.). GST in lieu purchase of material or Services for carrying out the work will be considered included in the quoted rates (for PB.CSR-2020 and Non Scheduled Items) will not be payable extra. The quoted rates also included material required at site i.e. cement, steel bricks, tiles, bitumen aggregates and other construction material required in the execution work.
2. The quoted prices shall be firm even though the zonal premium on Pb.CSR-2020 increases or decreases.
3. Deduction shall be made from every bill under the relevant taxation laws of the land for income Tax, labor cess etc.as applicable,
4. The required drawings or any other relevant document can be seen on any working day in the office of **Sr XEN O&M Division BBMB, Ballabgarh.**
5. Any correspondence amending prices and any other conditions after the opening of the price bid shall not be entertained.
6. The offer shall remain open for Acceptance for a period of **180 days** from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the Contract Agreement after acceptance of his offer or fails to commence the work within reasonable time of issue of acceptance letter or signing of Contract Agreement further requisite action will be taken.
7. The Competent Authority does not bind itself to accept the lowest rate or any tender and reserves to itself, the right of accepting the whole or part of the tender and tenderer shall be bound to perform the same at the quoted rates.
8. Before filling the tender, the site shall be visited by the bidder or his authorized representative and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, installation of Tools and Plants etc., accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No Claim, what so ever, on such account shall be entertained by the department in any circumstances.
9. The tenderer shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
10. Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
11. Unless otherwise stated the contract shall be for the whole work as described in the Bid Forms. The contractor shall be bound to complete the whole work as described in the schedule of items of works including the additional items if any, as per instructions of the Engineer-in- charge. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
12. Incomplete tender or tenderers not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
13. The dismantled materials got from the work shall be handed over to BBMB as directed by Engineer- in- Charge.
14. The Contractor has to clear the BBMB site immediately after the completion of work e.g. by removing his T&P items, balance materials, scaffolding, hutments, site office etc. from the BBMB land.
15. All equipment's, T&P and materials etc required for the execution of work i.e. cement, steel ,bricks, tiles , bitumen, aggregates etc. shall be arranged by the contractor unless or otherwise specified.
16. EXTENSION OF TIME:-
 - a) If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidable hindered in execution or of any other ground, he shall apply in writing to the Engineer-in –charge and the Engineer-in –charge may if in his opinion there are reasonable ground for granting extension, allow such extension with the approval of Competent Authority.
 - b) For any delay in work on account of act of omission or commission at the part of BBMB viz delay in issue of material, alterations, omission, additions, substitutions in original specifications, drawing , design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

17. JURISDICTION: -

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

18. In case of actual consumption of material e.g. Cement/Bitumen etc. is less up to 5% of specified quantity as per relevant specifications, recovery for the quantity less consumed shall be made @ current rate of material. In case the consumption of material is less by more than 5% of the specified quantity, the matter shall be decided by the Engineer-in-Charge as to whether the work can be accepted or not. If the engineer- in –Charge decides that the work can be accepted, in that case the recovery of the quantity of material less consumed shall be made at double of the current rate of material besides any reduction on rates of that particular item of work, which shall be decided by the Engineer-in-Charge.
19. The quantities as given in the estimates are approximate and are only for the guidance of contractor and not for any claim etc.
20. The department has the right to change the design and specifications during the execution of the work.
21. Any excess payment made to the contractor inadvertently or otherwise for this work or any other work shall be deducted from any amount whatsoever payable by the BBMB to the contractor.
22. The completion time of the work shall be **60 days** reckoned from the date of issue of Work Order.
23. No interest will be payable on Earnest Money Deposited by the contractor.
- 24 (i) The amount of Earnest money deposit is **Rs 4980/-** Earnest money deposit must be deposited (specified explicitly in the NIT on e-tendering website) before the opening time of the bids; otherwise the tender shall not be opened.

EMD shall be submitted in the shape of Bank Guarantee/ Bank draft drawn on any scheduled Bank payable at SBI Punjabi Bagh, New Delhi in favour of Sr. Accounts Officer, BBMB, Delhi must be submitted physically in the office of Sr. Executive Engineer O&M Division, BBMB, Ballabgarh before the opening of Tender.

(ii) The Earnest Money furnished by the successful tenderer on whom the Work Order is placed shall be converted into Security Deposit as a guarantee for faithful and satisfactory execution of the Work Order up to the warranty period.

iii) 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 W.O. has been issued but the contractor refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of the fact whether the Board sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take such executive action against the supplier as black listing etc.
- c) Where the Work order has been accepted but the contractor stops work after partially fulfilling the work order, the security deposit shall be retained and adjusted against any loss that may be caused to the Board through risk purchase 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 purchase order/ contract, including the period of warranty shall be treated as lapsed Deposits and no claim for a refund thereof shall be entertained from the supplier/contractor thereafter.

25. Evaluation Criteria:-

The Tender will be evaluated on grand total price. BBMB shall have the right to allot the work to the contractor/contractors depending upon the merit position also.

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X-TECHNICAL SPECIFICATIONS

1. GENERAL

The technical specification covers the followings:

The Civil Works shall be carried out as per design/drawings supplied by BBMB, Punjab PWD specification, Punjab CSR-2020 and applicable standards and codes. Any item for which specification is not provided herein and is not covered under PWD specification shall be executed as per BBMB Guidelines and as per instructions of Engineer in Charge. All materials shall be best quality conforming to relevant Indian standards and codes. In case of any conflict between standards/ code and Technical Specification, the provisions of Technical Specification shall prevail.

The contractor shall furnish all labour, tools, equipment, materials, temporary Works, constructional plant and machinery, fuel supply, transportation and all other incidental items not shown or specified but as may be required for complete performance of the work in accordance with drawings, specification and directions of Engineer-in-Charge.

All materials including cement, reinforcement steel and structural steel etc. shall be arranged by the Contractor. All testing required shall be arranged by the Contractor at his own cost.

The bidder shall fully appraise himself of the prevailing conditions at the proposed site. Climatic conditions including monsoon patterns, local conditions and site specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may not have been specifically brought out in the specifications.

1.0 DRAWINGS:

The contractor shall execute the work at site as per Drawings supplied by BBMB.

2.0 SITE PREPARATION:

The site shall be handed over to the contractor. The demarcation of area shall be made by the contractor at his own cost and it shall be approved by the Engineer-in-Charge. The Contractor shall provide assistance in use of instruments, checking of material and levels. The contractor shall be solely responsible for the correctness of the slope and levels.

The clause covers the execution of the work for site preparation, clearing of the site, the supply and compaction, excavation and compaction of backfill for foundation, drainage, etc. and as per direction of Engineer charge.

3.0 GENERAL REQUIREMENT

The material required shall be free from all types of organic materials and shall be of standard quality, and as approved by the Engineer-in-charge.

The material to be used as per PWD Specification, relevant codes, drawings and other technical specifications.

Hardness, flakiness shall be as required for wearing courses are given below:

(a) Sieve Analysis limits (Gradation)

(IS: 383 – Table – 2)

Sieve Size	% passing by weight
63mm	100
40mm	85 – 100
20mm	0 – 20
10mm	0 – 5

“One Test” shall be conducted for every 500 cum.

(b) Hardness

Abrasion value (IS: 2386 Part – IV) – not more than 40%

Impact value (IS: 2386 Part – IV) – not more than 30% and frequency shall be one test per 500 cum. With a minimum of one test per source.

(c) Flakiness Index

One test shall be conducted per 500 cum. of aggregate as per IS:2386 Part – I and maximum value is 25%.

Engineer-in-charge shall decide final formation level so as to ensure that the site appears uniform devoid of undulations. The final formation level shall however be very close to the formation level.

4.0 EARTHWORK

This shall include excavation in all kinds of soil including rock, all leads and lifts including back filling, compacting, dewatering (if required) and disposal of surplus earth to a suitable location. The quantity shall be measured in cubic meters.

5.0 MISCELLANEOUS GENERAL REQUIREMENT

1st class Bricks of clay confirming to Pb. PWD Specifications and BIS Codes can only be used for masonry work. Contractor shall ascertain himself at site regarding the use of bricks of minimum compressive strength as per Codes / Specifications. 1st class mason should be employed during the full course of work.

6.0 WORK NEAR EARTH MESH AND ELECTRICAL EQUIPMENTS

The cut outs over the earth mesh in the PCC should be kept for checking of earth resistance as per instructions of Engineers-in-charge. Care should be taken for the safety of switch yard structures, cables, conductors etc.

7.0 PAYMENTS

The payment for Punjab CSR-2020 items shall be made for work done as per scope mentioned therein and specifications. The payment for Non-Scheduled items shall include all leads, lifts, re-handling of materials and other connected activities for functional completion of work. The payments in both the cases include contractor profit, labour cess, GST and other applicable taxes. The statutory deductions e.g. Income Tax, Cess, Water/ Electricity Charges (If applicable), security deposit will be deducted from the bills of the contractor.

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XI-Sequence of operations and Scope of work:

Detail of Scope of Work	
1	Before start of work contractor should understand the layout and collect the drawings required for work from the office of Engineer-In charge. All the levels will be strictly maintained as per direction of Engineer-In charge or its representative.
2	Malba should be dumped at a suitable location outside/inside the BBMB as directed by Engineer-in-charge.
3	The contractor has to clear the site of work after completion of work. Final payment will only be released after the site clearance by the contractor. Also the contractor shall try to keep the work place clean and do not block any path or way by its material.
4	The contractor has to carry out all the tests as specified in PWD specification related to work at his own cost and submit the results to BBMB as per stage required.
5	The material used should be strictly as per specification. No undersize material or non- tested material be allowed to be used. The material should be brought at site after its approval from Engineer-in charge. Only OPC43/53 grade cement would be allowed.
6	Curing, wherever required will be done as specified in PWD specification for at least continuously 15 days and thrice a day for which contractor must arrange his own potable water and labour.
7	Where two coats of work are specified, the contractor should give enough time as specified in PWD specifications and get the first coat checked before proceeding to second coat.
8	Contractor should maintain record of cement, steel or any other material brought at site. The register should be available at site for inspection.
9	The contractor has to carry out all the tests as specified in PWD specification related work at his own cost and submit the result to BBMB as per stage required. All test results/ certificates of bought out items as per PWD specification will be in scope of contractor.
10	Curing should be done by providing jute mats and temporary water bed/ponding by use of crusher on the edges. No earth filling/spreading will be allowed for curing.
11	All the Work is to be done strictly as per PWD Specification and Entire Satisfaction of Engineer-in-Charge
12	Brick Masonry should be done as per PWD Specification
13	The contractor must get the approval of Make and Model of items before bringing any material to site. Contractor may use the material approved by Engineer-in-charge.

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XII-GENERAL NOTES REGARDING SCHEDULE OF QUANTITIES AND RATES.

The schedule of quantities and rates shall be read in conjunction with the specifications, tender drawings and tender documents. The contractor shall not rely merely on the description given in the schedule of quantities and rate. All works shall conform to specifications and the quoted rates shall be deemed to include for all works necessary to achieve this whether actually indicated under the items description or not.

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

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

**Sr. XEN, O&M Division
BBMB, Ballabgarh**

XIII-Drawings

Drawings can be obtained from the O/O of Sr Xen, O&M Division, BBMB, Ballabgarh. The work should be done strictly as per the drawings.

The Total Cost of Ownership (TCO) Price containing GST Provision shall be as under:

1. TCO refers to the aggregate amounts payable by the BBMB for transfer of ownership.
2. TCO shall include but not be limited to the following:
 - i) Cost of the equipment/product or services.
 - ii) License fee (as defined in NIT), if any.
 - iii) Installation and commissioning charges, if any.
 - iv) The prices should include the comprehensive on-site warranty maintenance of the equipment covering all components, services, and visits to the concerned offices as specified in the NIT.
 - v) Annual Maintenance Charges for the period as specified in the NIT, if any.
 - vi) Transportation and forwarding charges to respective sites.
 - vii) Training costs for the product/service/equipment if and as defined in NIT.
 - viii) Insurance to cover the equipment for and from transit period till installation.
 - ix) All other loadings, if any.
 - x) The TCO shall be arrived at after deducting 'buy back' costs involved if any.

GOODS AND SERVICE TAX

(DECLARATION FORM)

BBMB has been registered in Five States/U.T. and GSTIN No. Of BBMB are followings :-

- . 03AAALB0193K3ZF for Punjab.
- . 06AAALB0193K1ZB for Haryana.
- . 07AAALB0193K2Z8 for Delhi.
- . 04AAALB0193K1ZF for Chandigarh.
- . 02AAALB0193K1ZJ for Himachal.
- :- 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.
- :- 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.
- :- 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.
- :- Certified that we are registered under 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 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.