

BHAKRA BEAS MANAGEMENT BOARD

Office Of Executive Engineer, RM Division BBMB

Talwara Town Ship

Email: xenrmtlw@bbmb.nic.in

E-tender Notice No. PongDesilt/2026-27/01

The office of Executive Engineer, RM Division, BBMB, Talwara Township invites the online bids for the following work: “De-silting of Dehar Khad in district Kangra (Himachal Pradesh) of Pong Dam Reservoir area” through website <http://etenders.gov.in>

Important Dates/ Times: -

1.	Start of Sale Tenders	Dated: -20/05/2026	Time 10:00
2.	Closing of Sale Tenders	Dated: -22/06/2026	Time 10:00
3.	Pre-Bid Meeting	Dated: -08/06/2026	Time 11:00
4.	Opening of Technical Bid	Dated: -23/06/2026	Time 12:00
5.	Opening of Financial Bid	To be intimated later on	

Cost of tender form for each work is Rs. 5000 /-

For detail terms & conditions refer to above websites. Corrigendum and Addendum, if any, will be published on websites only.

Information to the Bidders (ITB)

- 1 Name of work : De-silting of Dehar Khad in district Kangra (Himachal Pradesh) of Pong Dam Reservoir area”
- 2 Earnest Money : The earnest money amounting to **Rs. 32,00,000/-** only in the shape of Bank guarantee / Bank draft drawn on any scheduled Bank payable at Talwara in favour of Sr. Account Officer, BBMB Talwara Township must be attached / deposited with tender. The tender without earnest money will not be considered. The earnest money in any other form will not be accepted.
- 3 Cost of Tender Form : Rs. 5,000/-
- 4 Inspection /Control : BHAKRA BEAS MANAGEMENT BOARD
- 5 Tender Form : Tender form is to be downloaded from the website <http://www.etenders.gov.in> by eligible bidders.

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7. Tenders in any other form except E-tendering shall not be accepted.
8. The sale of tender documents, submission of bid document will be carried out online through website <http://www.etenders.gov.in> only & cost of tender form, deposit of earnest money will be carried out offline only.
9. The tenders will be submitted online up to **10:00 A.M**, on dated **22/06/2026** and tenders will be opened on dated **23/06/2026** at Time **12:00 PM**.
10. Any person having any criminal record or having any FIR registered against him or his firm shall not be allowed to participate in the bid. An affidavit in this regard will have to be furnished by the participant individual/agency.
11. Any person blacklisted by any of the Central/State Government or any public sector

undertaking or any other governing body of Centre or state shall not be allowed to participate in the bidding process. Also, all those individuals/ agencies whose contracts have been terminated by the Government with respect to mining activity shall not be allowed to participate in the bidding process.

12. The time period for the work will be 10 years and in case of any uncontrolled situation or any natural calamity issues or available months for extraction subject to levels of reservoir, the time can be extended as deemed fit by tender inviting authority, from the date of commencement of work. The initial survey of the site will be carried out by successful bidder using DGPS/ total station in the presence of officials of department and the agency. Thereafter successful bidder will get inspection done from the committee constituted for this purpose to assess the availability of stock as per provision of Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of illegal Mining Transportation and Storage) Rule 2015), and its amendments from time to time. After ascertaining the availability of stock, the work will be allowed to start after signing of contract.
13. The work of detail/ specification and tentative **quantity assessed for the site is 50.00 MCM (80,000,000.00 MT)** detailed in Annexure A and this is proposed to be de- silted as per the time at Sr. No. 12 above (which include mobilization period etc.). The extraction carried out is to be assessed every month and submitted in prescribed proforma to the concerned office on the basis of which bidder will be fully responsible to deposit the royalty, other charges at its own level to the concerned department as per Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules 2015.
14. The Royalty, processing charges TCS and any other taxes/ levies are required to be paid by the in accordance to the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules 2015 and time to time instructions shall be payable by the Bidder. In addition to this, the reserve price for **the material excavated per MT is Rs 20/-** and the bidders are required to quote the rate above the reserve price.
Quoted price per MT shall be increased at the rate of 10% per annum in compounding manner.
15. No payment shall be made by the Department for the above said work. Bidder has to deposit the amount worked out as per his quoted rate and as elaborated in tender document.
16. Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules, 2015 and the provisions of the said rules as amended from time to time, notified by the Government will be applicable to the bidder.
17. Himachal Pradesh Mineral Policy, Environment Impact Assessment / Forest Conservation Act 1980, the instructions issued by the department from time to time and the orders of the Hon'ble Courts will be applicable to the bidder/Bidder.
18. The bidder whose tender is accepted (H1 bidder) shall furnish Performance Security equivalent to 3% of the annual contract value (based on the accepted bid amount) for each year of the contract. The Performance Security shall be submitted at the start of each contract year within the 15 days, in the form of Bank Guarantee / Fixed Deposit Receipt (FDR) pledged in favor of the competent authority in the favour of Executive Engineer Reservoir Management Division BBMB Talwara Township. The Performance Security shall remain valid for the entire contract period of the respective year. If the contractor Fail to submit the Performance Security within the stipulated period, his tender and agreement shall be canceled viz-a-viz his Earnest Money Deposit (EMD) shall be forfeited.
19. The earnest money furnished by the successful bidder, on whom the order is placed shall be converted /added into security deposit as a guarantee for faithful and satisfactory execution of the contract Security deposits not claimed within three years from the date of the completion of contract shall be treated as "Lapsed Deposit" and no claim for refund there of shall be entertained from contractor except under very

special circumstances and for good and valid reasons.

20. The earnest money amount shall be returned to the unsuccessful bidder after approval of the tender/ award of contract.
21. The Bidder shall keep all the time his authorized qualified Engineer/person (apart from the machine operators/labour) Stationed at the work site during working hours, who shall be competent to carry out instructions conveyed to him by the Engineer-in- charge/or his authorized official without loss of time.
22. Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules, 2015 and the provisions of the said rules as amended from time to time, notified by the Government, 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 as applicable and the rules and regulations issued there under from time to time shall be applicable. The onus of 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 Bidder/Executing Agency.
23. Each Bidder shall submit only one tender, for this bid, a Bidder who submits or participates in more than one tender, will be disqualified.
24. The following documents shall accompany the tender (to be attached with prequalification document:
 - a. Income tax clearance certificate/PAN copy.
 - b. Partnership deed or Registration certification of the firm or Company as the case may be.
 - c. Power of Attorney as required under rule for joint venture.
25. Tender received without requisite earnest money, incomplete tender, conditional Tender or tenders not fulfilling any of the conditions specified above are liable to be rejected. The final acceptance of the tenders or part of the same lies with the competent authority who does not bind himself to accept the highest or any other tender without assigning any reason for the same.
26. The work will be executed under the supervision of Engineer-in-Charge or his authorized official as per terms and conditions of contract agreement strictly according to codal provisions and as per Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules, 2015 and the provisions of the said rules as amended from time to time.
27. The excavation will be allowed for the period as already described at Sr. No. 12. During floods the operation of the site will be ascertained by the Engineer in-Charge. However, no allowance/payment for idle charges for men and machineries will be payable and no claim shall be entertained, whatsoever made by the Bidder/agency on this account.
28. The Bidder shall make at its own level and at his own cost all suitable arrangements for electricity, water supply, storage of material, electric connection, machinery, watch and ward, fencing etc.
29. Bidder will be responsible for any loss of material/machinery damage as a result of flood or any other natural calamity and will not reimburse for any compensation as a result of such damage, Bidder shall be liable to set right such damage at his own risk and cost, within the time frame set by the Engineer-in-Charge.
30. The Bidder 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 executing agencies.

31. Subletting of work or part thereof by the Bidder will not be permitted at all.
32. The Bidder will follow the instructions/rules for loading of material. He will have to follow strictly the carriage load capacity rules or any instructions issued by Transport Department from time to time, and he will be solely responsible for carrying out as per the rules laid down by transport, labour or any other Department.
33. The Bidder shall provide at his own cost and expenses all labour and material etc. necessary for layout and its check whenever required by the Engineer-in-Charge and nothing extra will be paid for that.
34. No claim shall be entertained by the Department, on account of increase in price of labour and material and wages of labour, cost of fuel or any other material etc.
35. The Bidder will maintain their labour record/attendance register of labour according to E.P.F. rules without any relaxation and will strictly be adhering to the labour laws.
36. Any default on payment by the Bidder to the department (Concerned Executive Engineer in form of draft) shall give liberty to the department to deduct from the performance security as submitted at the start of work.
37. The bidder shall not indulge in any unauthorized mining activity, in case any such incidents is found, he will be liable to be punished under provision of the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules, 2015 and the provisions of the said rules as amended from time to time.
- 38. The pre-bid meeting will be held in the office of Executive Engineer, RM Division, BBMB, Talwara Township on dated 24/03/2026 at Time 11:00 AM.**
39. During execution of work the competent authorities of department will visit site and any suggestions/ instructions/recommendations given by the competent authorities will be strictly adhered by the Bidder/Agency for the safety of BBMB Structure.
40. Successful bidder shall submit the details of vehicles engaged for the work during execution and get the requisite permit issued from Engineer-in-Charge and each vehicle carrying excavated material will be measured at exit point every time and detailed record for the same will be maintained duly signed by representative of Bidder and department officials.
- 41. Letter to Proceed for the work shall only be issued to Bidder/Agency after Bidder/Agency has obtained all the requisite permission/NOC from all the concerned State/Central Departments and any compensation/cost for obtaining NOC/ Permission from other State/Central Department shall be borne by the successful bidder at their own cost.**
42. Prior approval of Engineer-in-Charge is required for each activity of the work.
43. The successful bidder will deposit dead rent to the department as per the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2015 and its amendments thereafter.
44. No de-silting activities will be allowed/permitted above Elevation 1410 ft.
45. The successful bidder will be responsible for taking Environmental clearance, Forest Clearance and all permits/ clearances/ approvals from Central Government/ State Government or any other authority.
46. The maximum time period allowed for Environmental clearance, Forest Clearance and obtaining Permits / clearances/ approvals from Central Government/ State Government or any other authority is six months which can further be extended maximum upto one year, if deemed fit by the tender inviting authority.

SALIENT POINTS OF TENDER

1. Eligibility of bidders

Work of

" De-silting of Dehar Khad in district Kangra (Himachal Pradesh) of Pong Dam Reservoir area ".

Bonafide and resourceful Indian citizen / firms /agencies who will provide excavation machinery for de-silting as per the conditions shown in the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules 2015.

The bidder should own the following equipment in full working order and they will be available for use in the proposed contract.

Name of Equipment	Minimum Required Numbers
JCB bucket capacity 0.9 Cum	5
Tipper	10
Loader	10

The bidder should have assured access through hire/lease or rental agreement of following machinery for a minimum period of 10 years and the machinery will be available for use in the proposed contract. Bidder shall ensure that proposed equipment are not hired/proposed by any other bidder for the same bid. Bidder will have to give undertaking that he will be responsible to arrange machinery.

Name of Equipment	Minimum Required Numbers
JCB bucket capacity 0.9 Cum	5
Tipper	10
Loader	10

Enclosures/complete tender: - Following documents (valid and attested) to be submitted along with the tender.

- (i) Signed Tender form (without tender form, bid will be rejected).

- (ii) Papers related to excavators permit of vehicle/registration certificate of vehicle, License of the operator, pollution clearance certificate, insurance certificate of vehicle or any other certificate as per statutory provisions of the Government of Himachal Pradesh.
 - (iii) Undertaking that the necessary operators will be made available to run the machinery as per the provisions of the law.
 - (iv) GST registration certificate.
 - (v) PAN card & Aadhar Card
 - (vi) Earnest Money Deposit (EMD)
 - (vii) Cost of Tender form.
 - (viii) Any other document required as per the site conditions/ as per law.
3. Tender form: - To download tender form from the website <http://etenders.gov.in> by eligible bidders. Subsequent corrigendum, if any, will be available in the website and the bids will be submitted through online mode only within the stipulated time. No bid shall be accepted after prescribed date & time.
 4. To go through specification, terms and conditions of DNIT.
 5. To sign each and every page of tender form.
 6. EMD and cost of tender form are to be deposited separately by offline mode only. Earnest Money or Security Deposit submitted earlier will be allowed.
 8. To get ready attested copies of all required documents.
 9. To fill up each and every point of bidder's sheet.
 10. To fill the rate quoting sheet. One bidder may quote the rate for the work.

DECLARATION

I do hereby declare that I have personally gone through the relevant Notice inviting tender and understood all the clauses, specifications of tendered items, instruction of the DNIT and having been fully satisfied, I have quoted the rate of item. This is further to certify that I have suppressed no facts in the tender which could debar me to participate into the tender. If it is revealed after opening of the tender that any fact is suppressed by me, tendering authority shall have the right to reject my tender along with other stern action against me as per terms & conditions of the tender. I do affirm that all the terms & conditions of DNIT are unconditionally accepted by me. I have no objection if any extra terms & conditions, mutually accepted by me and purchaser is incorporated into the agreement.

AND

I do hereby also declare that I am not blacklisted by any department / agency of central or State regarding quality compromise or any other reason in connection with similar work and there is no ongoing litigation with any department/agency of central/state Government as on closing date of tender. If subsequently it is revealed after opening of the tender that my declaration is false, my tender /concerned agreement will be cancelled, deposited earnest / security money will be forfeited and other penalty to be decided by the tendering authority will be imposed.

AND

I undertake to fulfill all statutory requirements as per the provision of law for the work of De-silting of Dehar Khad in district Kangra (Himachal Pradesh) of Pong Dam Reservoir area” and I undertake to procure all necessary permissions from the concerned departments where BBMB will only help in procuring such and no claim of any sort will ever be raised by me against BBMB for failing to obtain any such permission from other departments/Panchayats like Forest, NHAI, PWD, fishery or any other State/Central Governing Body.

(Signature of bidder)

Full Name & Seal

BIDDER'S SHEET

Bidders are requested to provide required information in this sheet. All the points are not required for all bidders. They should select their relevant points and fill up accordingly. Other points, not related may please be marked as Not Applicable.

1. Name and detailed mailing address of the Bidder (Firm/agency) who has participated in the tender along with phone, mobile no., Aadhar card number (in-case of any individual) and fax number with STD code & email.

2. PAN number of bidder: -

3. Name of person (proprietor) who have signed the tender paper: -Mobile, Phone, and Fax No, email address: -

4. Details of Earnest money deposit (amount, bank name, branch name, form of deposit, instrument no. and date): -

5. Details of cost of tender form (amount, bank name, branch name, form of deposit, instrument no. and date): -

6. Experience of bidder/Details of the Machinery: -

7. List of enclosures: -

8. Any other information, if any: -

GENERAL TERMS & CONDITIONS OF TENDER

- 1) Eligibility of bidder: - As stated under instruction to bidder.
- 2) Enclosures with tender: - Bidder shall have to submit valid self-attested photo copies (whichever is/are applicable to the bidder) as stated under instruction of bidder. If any of the above applicable paper is not enclosed with any tender, tendering authority reserves the right to declare the incomplete tender as informal or may ask the bidder to submit wanted documents after opening of tender. Besides this, the department reserves the right to seek any additional information/document in any stage from the bidder after opening of the tender. Tender without earnest money and cost of tender form will be rejected on the opening table.
- 3) Tender form: -As stated in 1st page of DNIT.
- 4) Mode of tender submission: - Tender will be submitted online only at [http://etenders .gov.in](http://etenders.gov.in) as two-tier system. The eligibility criteria will be checked during technical evaluation and only eligible bidders will qualify for opening of the financial bid.
- 5) Pre-bid meeting: A pre bid meeting which is optional to attend will be scheduled for clarifying any doubts and the questions raised will be displayed online before date of final submission of the tender.
- 6) EMD and cost of tender form: - Bidder must deposit the same as stated under instruction to bidder. No transfer of earnest money (Earnest Money or Security Deposit submitted earlier) will be allowed.
- 7) Validity of rate: -Validity of Rate should remain valid up to completion of work.
- 9) Price variation clause: - Price should be fixed and firm in all respect. No price variation will be allowed in case of variation in raw materials cost, transportation cost and revision in excise duty, GST/ CST/VAT and all other taxes/charges. All taxes shall be paid extra on the royalty as paid to the Himachal Government for the excavated material.
- 10) Explanation/clarification of tender: - If any bidder requires any explanation or clarification of any term condition of the tender, it must be sought from the tendering authority before participation in the tender.
- 11) Clarification, Negotiation: - After opening of the tender highest bidder will be asked to appear before a team of officer headed by the tendering authority for clarification, justification, analysis and negotiation of the quoted rates along with all original documents as wanted in the tender and additional documents wanted subsequently if any. Bidder may be asked more than once for negotiation. If they fail to attend the meeting as per program or fail to produce any original document their bid will be rejected forfeiting entire EMD and shall be black listed for two years. After opening of tender if the rate of any item(s) found same as quoted by two or more bidders in that case all the eligible highest bidders will be called for negotiation and in the negotiation table, separate sealed rate will be collected from all the 1st highest bidders and highest rate to be processed for finalization of rates. However, the department reserves the right to split the quantity among the initially highest bidders, if necessary subject to the condition that they agreed to supply as per the approved rate of department.

- 12) Agreement: -Agreement will be entered into between the Bidder and the Executive Engineer concerned.
13. Security money and agreement: - The bidder whose tender is accepted (H1 bidder) shall furnish Performance Security equivalent to 3% of the annual contract value (based on the accepted bid amount) for each year of the contract. The Performance Security shall be submitted at the start of each contract year within the 15 days, in the form of Bank Guarantee / Fixed Deposit Receipt (FDR) pledged in favor of the competent authority in the favour of Executive Engineer, Reservoir Management Division, BBMB, Talwara-Township. The Performance Security shall remain valid for the entire contract period of the respective year. If the contractor Fail to submit the Performance Security within the stipulated period, his tender and agreement shall be canceled viz-a-viz his Earnest Money Deposit (EMD) shall be forfeited.
- After issue of Letter of Acceptance, the successful bidder (supplier) shall have to sign formal agreement within 30 days with the employer failing which the deposited earnest money of the bidder will be forfeited to the full extent & bidder will be declared black listed for next two years.
14. Penalty clause: -
The earnest money/security deposit taken from the bidder shall be forfeited in full under the following circumstance.
- (i) If the tenderer withdraws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.
 - (ii) If the acceptance of tender has been issued but the contractor refuses to comply with it, the earnest deposited by him shall be forfeited in full. Irrespective of the fact whether the BBMB sustains any loss on account of his default or not. This forfeited shall be without prejudice to the right of the BBMB to claim any other damage as admissible under the law as well as to take such executive action against the contractor as blacklisting etc.
 - (iii) Where the tender has been accepted but the contractor stops the work after partially fulfilling the work order, the security deposit shall be retained and adjusted against any loss that may be caused to BBMB through work being got completed from alternative source at the contractor's risk & cost and any other damage recoverable from the contractor under the terms of work order.
 - (iv) In the event of a breach of work order/contract in any manner the security deposited shall be forfeited and adjusted against the claim of the BBMB on the contractor for any damage or for any loss sustained by the BBMB on account of such breach.
 - (v) In the event of non-completed of removal of defects within defect liability period.
15. Cost of certified copy of agreement: The supplier is entitled to have a certified copy of relevant agreement at the cost of Rs. 2 per written page of agreement subject to minimum INR 100.
16. Quantity: -The quantity is as per clause 13 of ITB.
17. Conditional Tender: -Tenders with any condition including conditional discount will not be entertained and may be rejected.
18. Dispute & litigation: - In case of any dispute arising out of the contract/purchase order the arbitration clause will be invoked, if not satisfied, the court at Talwara will have Jurisdiction to deal with the same and decide any legal matter or dispute what so ever arising out of the contract/purchase order or tender.

19. Any clause not included in the DNIT but subsequently mutually accepted will be part and parcel of the terms and condition. Further any specification not in conformity of our requirement but subsequently mutually accepted may also be part and parcel of the terms and conditions.
20. If any bidder suppresses any fact in the tender and subsequently it is unearthed, their tender will be rejected and necessary positive action including total forfeiture of EMD/Security money/Rescind of agreement/ Cancellation of supply order/Barring from participation of future tender for next two years will be taken against them.
21. Bidder must himself to attend - during negotiation /collection of payment / any meeting/Collection of EMD/collection of security deposit/as and when asked by the tendering authority along with photo / address proof of identity submitted with the tender. No authorized person/representative will be allowed to act on behalf of the original bidder. If bidder fails to maintain direct contact with the tendering authority, then bidder will be black listed and EMD/SD will be forfeited.
22. Right to accept/ Reject the Bid: Tendering authority reserves the right to accept or reject any Bid and to annul the tender process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

23) Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Bidder shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

24) Extension of Time:

With the permission of department, the contract period can be extended.

25) If the Bidder is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in contract agreement.

However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

SPECIAL CONDITIONS OF CONTRACT

1. Relevant CWC guidelines, IS codes, Dam safety Norms, MoEF&CC guidelines etc. are to be strictly followed.
2. HP mineral policy 2024 and Office memorandum no. 3-70/2020-IA.III (141127) Govt. of India, MoEFCC dated- 12/07/2023 should be strictly followed.
3. All the approach/haul road required, to reach material source, work site, camp etc shall have to be constructed & maintained by the Bidder, during the entire contract period, at his own risk and cost, for which no extra payment shall be made to the bidder.
4. The bidder shall provide facility of camp office with basic furniture (one table, four chairs) and basic facility (potable water with RO & water cooler, electricity and Toilets etc.) for department during contract period at near site, for which no extra payment shall be made to the bidder.
5. Land for establishment of site office, field laboratory, machineries, yards, dykes, carriageway, haulage roads and for all other requirements which is necessary for execution of work will be arranged by Bidder at his own cost. The Bidder shall arrange land which will be required for its operation under this agreement at his own cost and resources. However, employer land, if any, may be used only after its prior permission from competent authority at the rate prescribed by the employer.
6. The movement of equipment, machineries, plants or vehicles should not hinder the safe and free movement of Government staff and nearby villagers.
7. Use of explosive for the work is strictly prohibited.
8. The Bidder will make all necessary right of way, access roads etc. required for the work at his own cost.
9. The Bidder shall comply all prevailing safety norms health and safety laws, environment laws, labour laws, fair wages law, and all other laws which are applicable for the execution of work.
10. The Bidder shall prepare a detailed site environment plan (SEP) for the work site, base camp etc. showing arrangements for disposal/dumping of excavated earth, and other waste, location of fuel, oil and lubricants depots, sheds for equipment, labour housing facilities, site office, etc. prior to the construction to the Engineer-in-charge.
11. The Bidder shall maintain full record of labour, their working hours, wages, safety, health and welfare of persons engaged, any occurrence of accident, any occurrences of damage to property etc. at his own cost.
12. The Bidder shall not deposit any material or machineries at such location which causes inconvenience or hindrance to natural drainage channels, and to movement of people or department people.
13. One copy of drawing/execution plan to be kept at site and will be available for

- inspection at any time.
14. The Bidder shall not change the existing natural course of rivers/ streams/nallah falling into river and reservoir.
 15. The measurements of work shall be recorded by as per the provisions in the Works manual & accounts code or any other prescribed method/ mechanism as decided by the Engineer-In-charge.
 16. Bidders to ensure that there is no violation of orders of any court/ High court/ Supreme Court and orders of the National Green Tribunal given in the related matters and orders given by the environmental department.
 17. Bidder shall obtain any clearance, if required, from requisite organization at its own cost. Bidder shall also follow the directions given by any court/ High court/supreme Court / orders of the National Green Tribunal/ Central Government/ State Government without any implications towards Employer without affecting contract rate.
 18. Bidder shall submit its extraction plan well in advance & any shifting of equipment etc shall be done with the prior approval of Engineer in charge.
 19. For de-silting in dam reservoir, reach shall be prescribed by concerned Engineer - In Charge.
 20. It shall be ensured that there is no danger /deterioration to flora & fauna around reservoir from any activity related to works under this contract.
 21. If the contract is stayed or cancelled due to the Hon'ble court orders/ NGT, prohibitory orders of Environment Department, Natural calamities, Dam safety issues, public interest issues or any circumstances whatsoever, then Bidder is not entitled for any compensation from the department. Also, Directives/ Guidelines/ Revised procedures etc. regarding environmental clearance etc. received from the Central Government/State Government or Competent Authorities shall be mandatory and binding on the Bidder during the subsistence of contract. However, period for such stoppages shall be considered for extension of time only and determining the amount of Minimum assured charges.
 22. Transport of material shall be governed in accordance with prevailing transport rules of mineral.
 23. If the dam area where desilting is to be carried out comes under residence zone of bird species, it shall be the responsibility of the Bidder to ensure that bird species will be protected in all respect. Also care to be taken regarding cage culture and fisheries.
 24. It shall be mandatory to the Bidder to make appropriate measures after starting desilting operation at a location in the reservoir to avoid adverse effect on fish production.
 25. Precise desilting area shall be demarcated at site by the Engineer- In- charge prior to desilting operations for proposal under consideration. If the Bidder is found extracting silt, sand and gravel mixed, beyond the area demarcated by engineer in charge, then such extraction will be treated as illegal and the Bidder will be liable for the penal action and or termination of the contract by the Department.
 26. No desilting shall be carried out in the safety zone of any bridge and or dam embankment. No desilting shall be carried out in the vicinity of natural / manmade archaeological sites.
 27. Transportation of materials shall be done by covering the trucks / tractors with tarpaulin or other suitable mechanism so that no spillage of mineral / dust takes

- place.
28. Priority of desilting in areas will be decided as per instruction from Engineer-In-Charge.
 29. In cases of any illegal desilting/transportation is noticed than action shall be taken against person concerned as per prevailing rule as per law.
 30. The rate quoted by the bidder shall be for one MT of material desilted. No claim will be entertained on account of getting less proportion in the desilting from the submergence area during the tender operation period.
 31. Department reserves all rights to operate reservoir/release flood water/ control reservoir water levels, utilize water from reservoir/ restrict any activity any time to ensure safety of Dam.
 32. The successful bidder/Bidder can start the excavation from the de-silting area only after the execution of agreement and obtaining all necessary statutory and non-statutory clearances and installing electronic weigh bridge and CCTV cameras to monitor de-silting activities and spillage in Bhakra reservoir.
 33. Geo-tagging of the de-silting area will be carried out while conducting physical inspection as the boundary of the de-silting area will be checked and the monitoring team can check whether any de-silting activity is going on outside the permitted area or not.
 34. The successful bidder/Bidder shall be bound to install boundary pillars for demarcation and fix the bench marks for regulation of depth of excavation at site at his own expenses.
 35. The successful bidder will conduct a Digital Elevation Modelling (DEM) of the site before and after completion of work at site at the cost of agency in the presence of technical staff of the department. .He will also KML file of the site and will provide all the data to the department and the same will be checked by the department.
 36. De-silting material lifted from the area taken up on tender will be allowed to be used in any established stone crusher. It will be mandatory to obtain permission under the rules/notifications issued by the Himachal Pradesh government for setting up a new stone crusher.
 37. Approval for the use of semi mechanized equipment's for de-silting, such as JCB, etc., will be given as per the conditions shown in the Himachal Pradesh Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its Transport and Storage) Rules 2015. Environment Clearance if necessary is to be taken by the bidder himself.
 38. To prevent illegal mining, the transportation of minor minerals will be banned from eight o'clock in the night to six in the morning i.e. 20.00 hrs. to 6.00 hrs.
 39. The Bidder shall give monthly details of the quantity of de-silting material extracted from the approved site to Executive Engineer, RM Division, BBMB, Talwara Township.
 40. Detailed measurement shall be recorded in the Departmental Measurement Books (MB) and shall be approved and verified by the competent authority from time to time.
 41. There shall be no interference with the inherent rights of the land owners while de-silting of BBMB reservoir at designated site (s).
 42. If the described conditions are disregarded or any kind of damage to the adjacent forest area is brought to the notice of the department, then action shall be taken by the concerned department against the bidder.

43. If the bidder or any of his employees is found involved in illegal mining under the guise of the area taken in the tender / auction, then action against him shall be taken as per HP Minor Minerals (Concession) and Minerals (Prevention of Illegal Mining, its transport and storage) rules. The agreement with BBMB shall also be cancelled in this case.
44. The minimum quantity to be extracted per year is 1 MCM. However, if the bidder fails to extract at least 50% of the minimum quantity (i.e., 1 MCM) in a year, the performance security and Earnest Money Deposit (EMD) of the bidder will be forfeited and the case of blacklisting will be initiated.
45. The Contractor's vehicles should be allowed by single entry and exist point for site of work.
46. The bidder shall not excavate below the designed bed level of the of Pong Dam Reservoir. Any excavation beyond the designed bed level is strictly prohibited.
47. The contract shall remain valid upto extraction of 50 MCM material or for a period of 10 years from the date of start of work whichever is earlier.
48. Availability of land for dumping, stacking, stocking, processing, screening, segregation, loading/unloading, or any other handling of excavated/desilted material shall be arranged by the bidder/contractor at his own level, risk, and cost.

Tender Form

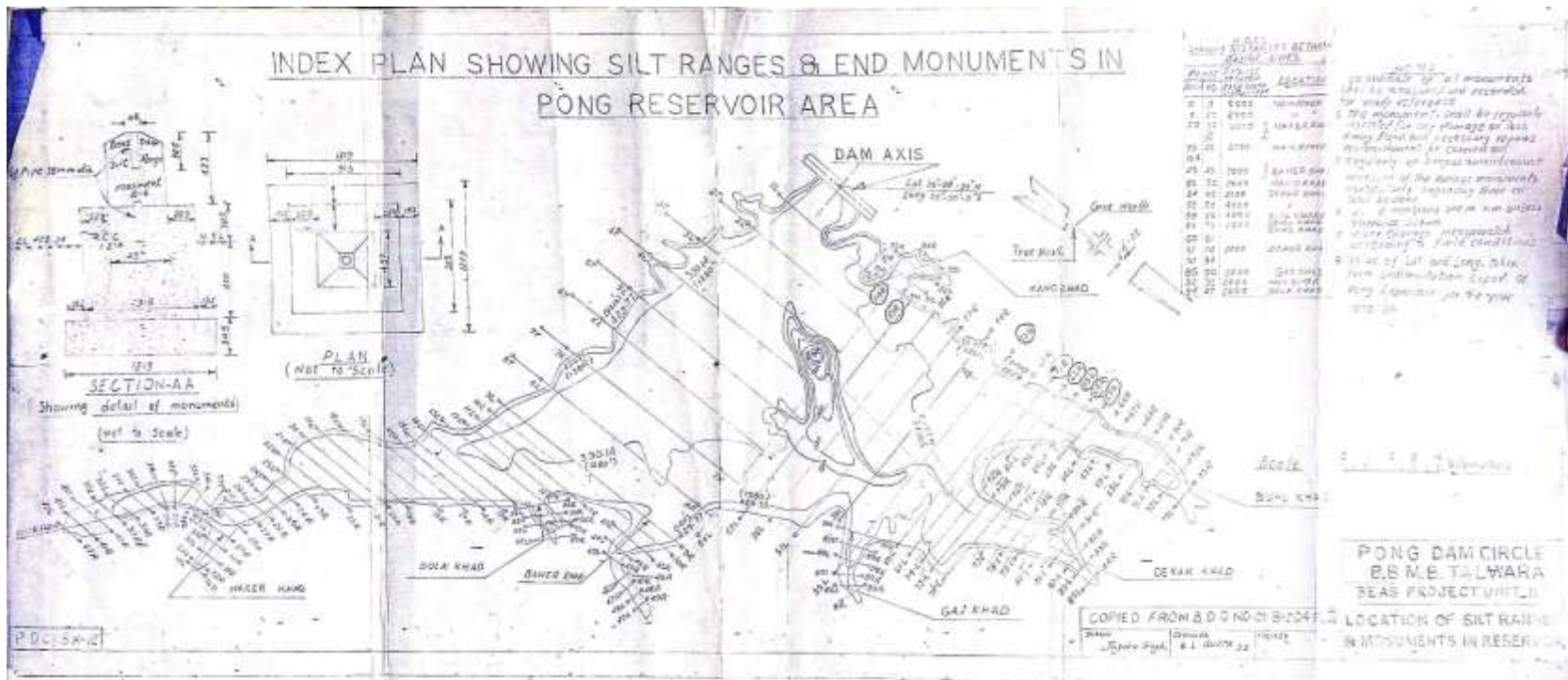
S.No.	Name of work	Minimum Reserve Price	Rate Quoted by the bidder and shall be payable to BBMB (Rs/ MT)
1.	De-silting of Dehar Khad in district Kangra (Himachal Pradesh) of Pong Dam Reservoir area	Rs ____ / MT	Rs..... (In Fig) Rs..... (In Words) Per MT of desilted material

Note:-

1. Rate quoted shall exclude Royalty, all type of taxes, duties, cess levies imposed by Central, State Govt. and Local bodies etc. prevailing from time to time. All such royalty, taxes, levies, cess etc are to be paid by bidder only.
2. The work will be awarded to the bidder quoting the highest rate payable to BBMB.
3. The highest bidder shall deposit the amount worked out as per his quoted rate, to the department. No payment shall be made by the Department for the said work.
4. Detailed measurement shall be recorded in the Departmental Measurement Books (MB) and shall be approved and verified by the competent authority from time to time.
5. The contractor shall submit monthly report of quantity desilted on 3rd day of every month wherein they will provide their dispatch data from previous month to the Engineer-in-Charge. On the basis of the report submitted by the contractor, Engineer-in-charge shall raise the bill on or before 7th day of the month. The contractor has to make payment to the department by 15th day of the month. Thereafter, if contractor is unable to pay the within prescribed time, the interest shall be charged on the bill amount at 15% per annum (simple interest) for delay payment.
6. The contractor has to produce the receipts of royalty charges, all type of taxes, duties, cess levies imposed by central, State Govt. and Local bodies etc. prevailing from time to time at the end of every month in lieu of the selling of material extracted from Bhakra reservoir under the agreement.
7. The payment shall be accepted in the form of Demand Draft/ Cheque drawn in favour of Sr. Accounts Officer, BBMB Talwara or any other mode as decided by BBMB.

Location	Location / Cross Section No.	Name of minerals	Quantity in MCM (Tentative)
Dehar Khad	54-84	The Material As Available At Site	50

Table: Detail Of Proposed Quantity for De-Silting



Map: Details Of Cross-Section for De-Silting At Pong Dam Reservoir