



**CHANDIGARH  
HOUSING BOARD**  
A CHANDIGARH ADMINISTRATION UNDERTAKING

8 JAN MARG, SECTOR 9-D  
CHANDIGARH

**BID DOCUMENT  
FOR  
MAINTENANCE OF V-5 & V-6 ROADS FOR  
THREE YEARS AT 4960 SMALL FLATS  
(TWO ROOM) MALOYA-I, CHANDIGARH**

Date of release /publishing of tender \_\_\_\_\_/2021



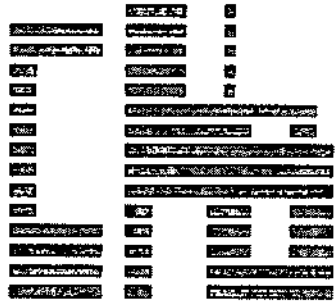
Last Date of  
Submission of document : \_\_\_\_\_/2021

Price Rs.1180/-  
[Rs.1000 + 18% GST]

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*f*



# CHANDIGARH HOUSING BOARD

A CHANDIGARH ADMINISTRATION UNDERTAKING

## NOTICE INVITING TENDER

Name of work	MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH
Estimated cost	Rs. 75,38,569/-
Earnest Money	Rs.1,50,800 /-
Document Fee	Rs.1180/-
Performance Guarantee	3%
Security Deposit	2.5%
Period of Maintenance	36 Months

*[Handwritten Signature]*  
EE-IV



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# PART-I



**CHANDIGARH HOUSING BOARD**  
**PRESS NOTICE**  
**(To be issued for Publication in Newspapers)**  
**Notice Inviting e-Tenders**

Executive Engineer-IV on behalf of the Chairman, Chandigarh Housing Board invites Percentage Rate Tenders through e-Procurement process from the enlisted Agencies/Firms/Contractors/Tenderer having valid enlistment certificate issued by any one of the specified departments i.e. UT Engineering Department/ Municipal Corporation Chandigarh / CPWD / MES / Punjab PWD / Haryana PWD / Himachal PWD / other State Govt. Departments, Boards / Corporations & PSUs for the work of "Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh".

Estimated Cost :- Rs.75,38,569/- Earnest Money:- Rs. 1,50,800/-, Period of Completion:-36 Months, Last date of submission of bid online is \_\_\_/\_\_\_/2021, Last date of physical submission of bid & date of opening bid is \_\_\_/\_\_\_/2021.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgep>

Ph.: 0172-4601710  
0172-4601746

Executive Engineer-IV  
for & on behalf of Chairman  
Chandigarh Housing Board,  
Chandigarh

*[Signature]*  
E.E.-IV



### Detail Regarding Tendering Process

Name of work	<b>MAINTENANCE OF V-5 &amp; V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH</b>	
Estimated cost (Rs. In Lakh)	Rs. 75.38 Lakh	
Period of completion	36 Months	
Name of the Employer	Chandigarh Housing Board	
Adress of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	<a href="https://etenders.chd.nic.in/nicgep/app">https://etenders.chd.nic.in/nicgep/app</a>	
Document Fee (Non Refundable)	<p>Rs.1180/- (Non-refundable/Non adjustable) Inclusive of GST to be submitted online through e-tendering portal i.e <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a>. Bidder can submit their bid only after depositing online.</p> <p>The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in.portal">https://etenders.chd.nic.in.portal</a>.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard shall be placed in Envelop 'A'</p>	
<b>Milestone Dates</b>		
Downloading of e-tender document	Start date:	/ / 2021 at 1000 Hrs.
	End date:	/ / 2021 upto 1700 Hrs.
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	/ / 2021 at 1000 Hrs.
	End date:	/ / 2021 upto 1700 Hrs.
<del>Pre bid meeting to be held on</del>		
Date of submission of e-tender	Start date:	/ / 2021 at 1000 Hrs.
	End date:	/ / 2021 upto 1700 Hrs.
Physical submission of Tender including EMD, Tender Document Fee, Documents required for eligibility & other necessary documents.	Start date:	/ / 2021 at 1000 Hrs.
	End date:	/ / 2021 upto 1100 Hrs.
Opening of technical bid (Online)	/ / 2021 upto 1130 Hrs.	



(Online)	
Bid validity period	75 Days
Earnest Money Deposit	<p>The EMD required for placing the e-bid shall be Rs. 1.50.800/- to be submitted on line through e-tendering portal i.e. <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a>.</p> <p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal.</p> <p>The amount of EMD is refundable and adjustable.</p> <p>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.</p> <p>A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal and the remaining amount in the shape of Bank guarantee issued by a Scheduled Bank having validity 180 days or more from the date of submission of the tender (stipulated/ extended).</p>
Performance Security	<p>The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' of 3% (Three percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at call Receipt of any scheduled bank/ Banker's Cheque of any scheduled Bank/ Demand draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs.100000/-) or Govt. security or fixed deposit receipt or Guarantee Bonds of any scheduled bank or State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>



**LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS**

1.	Fee
	i) EMD
	ii) Document Fee
	iii) Check List
2.	Post Qualification /Technical
	i. Form 'A' Letter of Transmittal as per attached proforma in Section-II.
	ii. Form 'B' Similar works during the last seven years ending last day of month previous to the one in which tenders are invited.
	iii. Form 'C' Performance Report of works.
	iv. TDS Certificate of works given in Form 'B'.
	v. Income tax returns
	vi. Affidavit as per Annexure-I regarding no criminal proceedings and confirmation that eligible similar works have not been got executed on back to back basis.
	vii. Certificate of Registration under GST and acknowledgement of up to date filed return
	viii. Copy of PAN
	ix. Certificate of registration with EPFO, ESIC and labour license
	x. Declaration of the integrity Agreement <b>Annexure IV, IV-A &amp; IV-B</b>
	xi. Any other document as specified in the bid document.
3.	Finance
	Financial Bid

**NOTE: -** Hard copies of the documents except Financial Bid listed at Sr. No.3 above shall be submitted by the bidders.





**CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'**

S. No.	Description	Remarks
1.	Whether the valid Enlistment Certificate issued by any one of the specified departments i.e UT Engineering Department/ Municipal Corporation Chandigarh / CPWD / MES / Punjab PWD / Haryana PWD / Himachal PWD / other State Govt. Departments, Boards / Corporations & PSUs has been attached	Yes / No
2.	Whether the Earnest Money as per the Press Notice has been attached?	Yes / No
3.	Whether the cost of Document as per the Press Notice has been appended?	Yes / No
4.	Whether definite proof from appropriate authority of having <del>completed</del> satisfactorily completed similar works <b>during last 7 years ending last day of month previous to the one in which tender are invited</b> has been attached?	Yes / No
5.	Whether the <b>Form 'A'</b> Letter of Transmittal as per attached proforma in Section-II has been submitted?	Yes / No
6.	Whether the <b>Form 'B' – Details of similar works completed during last 7 years ending last day of month previous to the one in which tender are invited</b> has been submitted?	Yes / No
7.	Whether the <b>Form 'C' – Performance Report</b> of works referred to in <b>Form-B</b> has been submitted?	Yes / No
8.	Whether the Affidavit as per <b>Annexure-I</b> have been submitted?	Yes / No
9.	Whether the Power of Attorney as per <b>Annexure-II</b> has been submitted?	Yes / No
10.	Whether any additional condition in tender has been quoted?	Yes / No
11.	Whether the Scanned copies of self attested documents related to E.M.D., cost of Document & other eligibility document has been uploaded along with the Bid?	Yes / No
12.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
13.	Whether the certificate of registration of GST with UT, Chandigarh & acknowledgement of filed GST returns have been submitted/ Uploaded?	Yes/ No
14.	Whether the Copy of PAN has been submitted/ Uploaded?	Yes / No
15.	Whether the Certificate of registration with EPFO, ESIC and labour license has been submitted/ Uploaded?	Yes / No

**DECLARATION**

1. I/We \_\_\_\_\_ have carefully gone through all the conditions mentioned in the Bid Document and solemnly declare and affirm that I/we will abide by any penal action of CHB for disqualification or of black listing or determination of contract or any other action as deemed fit, taken by, the Department against me/us, in the event of any of the contents of our this application, the statements, documents, and certificates produced by me/us have been found/declared to be false/fabricated without any liability on CHB.

2. I/We hereby further declare that the Tender has been completed and submitted by us in the manner prescribed in the document and consider myself/ourselves eligible and in possession of all the documents required.

3. I/We hereby also declare that, I/We have not been blacklisted/ debarred/ Suspended/ demoted by any department of Chandigarh Administration or in of any state/Union Territory of the Republic of India for any reasons what so ever.

Date

Signature of the Bidder (s)  
(Full name in capitals)  
Designation

SEE-IV



**CHANDIGARH HOUSING BOARD  
NOTICE INVITING TENDER.**

1.	Executive Engineer-IV on behalf of the Chairman, Chandigarh Housing Board invites sealed Percentage Rate Tenders through e-Procurement process from the enlisted Agencies/Firms/Contractors/Tenderer having valid enlistment certificate issued by any one of the specified departments i.e. UT Engineering Department/ Municipal Corporation Chandigarh / CPWD / MES / Punjab PWD / Haryana PWD / Himachal PWD / other State Govt. Departments. Boards / Corporations & PSUs for the following work:-						
1.1	The work is estimated to Cost Rs.75,38,569/- (Rs Seventy five Lakh Thirty Eight Thousand Five Hindred Sixty Nine only). This estimated cost mentioned hereunder is merely indicative and is for the general guidance/ knowledge of the applicants only. The detail is as under:-						
Name of work & Location		Estimated cost put to tender	Earnest Money (Rs.)	Document Fee	Time Limit	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in NIT	Time and date of opening of Technical Bid
Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh		Rs.75,38,569/-	Rs.1,50,800/-	Rs.1180/-	36 Months	/ /2021	/ /2021
For detail of Milestones dates of Electronic Tendering please refer website <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a>							
1.2	Applicants who fulfill the following requirements shall only be eligible to apply.						
	a)	Should have valid Enlistment certificate issued by any one of the above specified departments.					
	b)	Should have satisfactorily completed the three similar works each costing not less than <b>Rs.30.15 Lakh</b> or two similar works each of costing not less than <b>Rs.45.23 Lakh</b> or one similar work of costing not less than <b>Rs.60.31 Lakh</b> during the last seven years ending last day of month previous to the one in which tender was invited.					
		<b>'Similar works shall mean "construction of roads/ widening/strengthening/ re-carpeting/ maintenance of existing roads"</b> Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion of the work to the last date of submission of bid.					
	e)	<del>At the time of submission of bid, contractor uploads income tax returns and balance sheets duly audited/verified by the Chartered Accountant &amp; Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA.</del>					
	d)	<b>Bidder shall have to furnish an affidavit as per Annexure-I as under :-</b> i) The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.					

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	ii)	I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.
	e)	GST registration Certificate, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CHB, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CHB or GST department in this regard".
	Note	<b>All the documents shall be duly attested &amp; counter signed by the agencies.</b>
2.		Agreement shall be drawn with the successful Tenderer on the prescribed Format of CPWD Form 7/8, which is available for sale in the market. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement. However the definitions contained therein with regard to CPWD Department and other designated authorities may be read as under:-
	<b>As per General Conditions of Contract for Central P.W.D Works</b>	<b>To be read as</b>
	CPWD	CHB
	President of India	Chairman, CHB
	Govt. of India	Chandigarh Housing Board
	Director General	Chairman, CHB
	Additional Director General	Chief Executive Officer, CHB
	Department	Chandigarh Housing Board
3.		The time allowed for carrying out the work will be <b>36 Months</b> from the date of start as defined in Schedule 'F' of Financial Bid in Part-III of this document or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document. In case of non-handing over of any part of site, the extension in time limit for the proportional delay shall be allowed as per the agreement.
4.		The Site for the work is available.
5.	i)	Bid document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-IV between date and time specified in tender notice in all working days except on Saturdays, Sundays and Public Holidays.
	ii)	Bid document excluding 'General Condition of Contract for Central PWD Works' (available in market for sale) for this work. Bid document shall not be available on Chandigarh Administration website after the stipulated date & time for downloading.

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		<p>Rs.1180/- (Non-refundable/Non adjustable) inclusive of GST to be submitted online through e-tendering portal i.e <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a>. Bidder can submit their bid only after depositing online.</p> <p>The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site.</p> <p>Hard copy of the same should also be placed in a separate Envelop marked ('Envelop -A') and submitted together with 'Eligibility Documents'.</p>
	iii)	<p>Earnest money amounting to Rs.1,50,800/- to be submitted online through e-tendering portal i.e <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a>. Bidder can submit their bid only after depositing online.</p> <p>The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site.</p> <p>Hard copy of the same should also be placed in a Envelop marked ('Envelop - A') and submitted together with 'Eligibility Documents'</p>
6.	(a)	<p>Downloading and submission of Tender including Financial Bid will be done by <b>e- Procurement process</b> through the web site of Chandigarh Administration to be indicated in the <b>Press Notice</b>. However, for general information, the <b>Tender Document</b> can also be seen &amp; downloaded from Chandigarh Administration web site <a href="http://chandigarh.gov.in">http://chandigarh.gov.in</a></p> <p>The agency shall upload Scanned copy of documents (<b>duly attested and counter signed by agency</b>) related to Earnest Money Deposit, Cost of Tender Document and 'Eligibility Documents'.</p>
	(b)	<p>Hard copies of the complete e-Tender i. e. 'Eligibility Documents' (except 'Financial Bid') are also to be submitted in sealed 'Envelopes B'. duly labeled 'Name of Work', 'Name of Agency' and last date of submission of tender. <b>Envelop 'A'</b> and <b>Envelop 'B'</b> shall be submitted together in another sealed <b>Envelop 'C'</b> labeled with 'Name of Work', 'Name of Agency' and last date of submission of tender.</p> <p><b><u>Envelop 'C' as mentioned above must be submitted to the Superintendent(Admn.) in Room Number-39, upto 11.00 AM at CHB Block 'A' Chandigarh with in four working days i.e by _____ 2021 from the last date of submission of Online e-Tender mentioned above. Failure to furnish the said original documents will entail rejection of Bid.</u></b></p> <p><b><u>Any Tender submitted through e- Procurement process .but without physical submission of document mentioned above and without the acknowledgement of Superintendent (Admn.) will be treated as invalid and shall be rejected without opening. There will be not be any liability on CHB on this account.</u></b></p>
	(c)	<p>Before proceeding further with the <b>e- Procurement process</b>, the envelope 'A' containing earnest money, cost of document &amp; check list shall be opened first and Envelop 'B' containing 'Eligibility Document' of those agencies whose earnest money &amp; cost of document found in order shall be opened in the office of EE-IV CHB by the committee on the stipulated time &amp; date mentioned in the tender notice.</p>
7.		<p>The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified contractors to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.</p>



8.	<p>The bidder, whose tender is accepted, shall submit an irrevocable Performance Guarantee 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme chart (Time and Progress) within the period specified in Schedule F.</p>
9.	The description of the work is as follows:
	<b>Maintenance of V-5 &amp; V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh</b>
10.	<p>Copies of other drawings and documents pertaining to the works will be opened for inspection by the Tenderers at the office of the concerned EE of CHB. Tenderers are also advised to carefully inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. CHB will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost all materials, tools &amp; plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. if any are issued to him by the CHB and local conditions and other factors having a bearing on the execution of the work.</p>
11.	<p>The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. <b>All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.</b></p>

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12.	Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
13.	The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14.	The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15.	No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
16.	The tenders for the work shall remain open for acceptance for a period of <b>Seventy Five (75) days</b> from the last day of receipt of Technical Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Chairman, CHB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
17.	This 'Bid Document' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
	a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.
	b) General condition of contract for Central PWD works 2019, tender form of CPWD 7/8 as amended from time to time.
18.	The completion certificate shall be issued as prescribed below:-
	i) After the acceptance of completion of the works by competent authority.
19.	In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.



20.	Any incorrectness / deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
21.	The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc. etc.
22.	Any contractor offering lower rates after the opening of tenders shall be liable to be black-listed.
23.	All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
24.	Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
25.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
26.	To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
27.	The Executive Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
28.	If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
29.	If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
30.	Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
31.	The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
32.	The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the Board. The Board reserves the right to call for additional information & clarification of information submitted by the Tenderer.
33.	The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the Board in no case will be responsible or liable for these costs, regardless of the conduct or out come of the process.
34.	While execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated.
35.	The department reserves the right to reject any prospective application without assigning any reason.



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## PART-II

### DOCUMENT RELATED TO ELIGIBILITY CRITERIA AND OTHER RELATED DOCUMENTS

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# SECTION – I

## INFORMATION & INSTRUCTIONS FOR BIDDERS

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## SECTION - I

### INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0	<b>GENERAL:</b>
1.1	Letter of transmittal and forms for deciding eligibility are given in Section II.
1.2	All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particular / query is not applicable in case of the Bidder, it should be stated as "Not Applicable". The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Bids made by telegram or telex and those received late will not be entertained.
1.3	<b>The physical form of 'Eligibility Documents' should be scanned before uploading and duly self attested.</b>
1.4	Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. Pages of document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
1.5	References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
1.6	The Bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of document unless it is called for by the Employer.
1.7	The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc.
1.8	All dispute concerning in any way are subject to Chandigarh Jurisdiction only.
1.9	The Board is under no obligation to inform the contractor of the reasons of their selection or rejection. Employer's decision in this regard shall be final and binding.
1.10	If at any stage, it is found that the tenderer has misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, the tenderer is liable to be blacklisted &



		debarred from tendering in CHB and the EMD forfeited, Further, if this Contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
2.0	<b>DEFINITIONS:</b>	
	In this document the following words and expressions have the meaning hereby assigned to them:	
		EMPLOYER means the Chairman, Chandigarh Housing Board, acting through the Executive Engineer.
		BIDDER/TENDERER/FIRM/ AGENCY/CONTRACTOR/APPLICANT means the individual, proprietary firm, firm in partnership, limited company private or public or corporation or Joint Venture Company.
		"Year" means "Financial Year" unless stated otherwise.
		CHB/ Board means "Chandigarh Housing Board"
3.0	<b>METHOD OF APPLICATION:</b>	
	3.1	If the Bidder is an individual, the application shall be signed by him above his full typewritten name and current address.
	3.2	If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
	3.3	If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
	3.4	If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
4.0	<b>FINAL DECISION MAKING AUTHORITY.</b>	
	The employer reserves the right to accept or reject any Bid and to annul the qualification process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidders.	
5.0	<b>PARTICULARS PROVISIONAL</b>	
	The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the Bidder.	
6.0	<b>SITE VISIT</b>	
	The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to make himself aware of all information that he considers necessary for proper assessment of the prospective assignment.	
7.0	<b>INITIAL CRITERIA FOR ELIGIBILITY.</b>	
	7.1	The Bidder should have



	(i)	Should have Valid Enlistment Certificate issued by any one of the specified departments mentioned in the press notice/document.
	(ii)	Should have satisfactorily completed during the last Seven years ending last day of month previous to the one in which tender was invited.
		Three similar works each costing not less than <b>Rs.30.15 Lakh</b> or two similar works each of costing not less than <b>Rs.45.23 Lakh</b> or one similar work of costing not less than <b>Rs.60.31 Lakh</b>
		<b>'Similar works shall mean "construction of roads/widening/strengthening/ re-carpeting/ maintenance of existing roads"</b> The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion of the work to the last date of submission of bid.
	7.2	Firm(s)/Contractors against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for qualification.  Further eligible similar works has/have been got executed by the Firm(s)/Contractors through another contractor on back to back basis shall not be considered for qualification.
		<del>At the time of submission of bid, contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant &amp; Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA.</del>
8.0	<b>EVALUATION CRITERIA</b>	
8.1	The details submitted by the Bidders will be evaluated in the following manner :  The initial criteria prescribed in para 7.1 to 7.2 above in respect of experience of similar class of works completed. Valid Enlistment Certificate & Electrical contractor License etc. will first be scrutinized and the bidder's eligibility for the work be determined.	
8.2	Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has :	
	a)	Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
	b)	Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.
9.0	<b>LETTER OF TRANSMITTAL</b>	
	The Bidder should submit the letter of transmittal attached with document.	
10.0	<b>OPENING OF PRICE BID</b>	
	The financial bids of only the eligible bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representative. The tenders for the work shall remain open for acceptance for a period of 75 (Seventy Five) days from the last day of receipt of technical bid.	
11.0	<b>AWARD CRITERIA</b>	
11.1	The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:	

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	a)	Amend the scope and value of contract to the bidder.
	b)	Reject any or all of the applications without assigning any reason.
11.2	Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.	



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## SECTION - II

### Forms and Annexure



Form-A

**LETTER OF TRANSMITTAL**

From:

To

Executive Engineer-IV  
Chandigarh Housing Board,  
Chandigarh.

**Sub:** Submission of Bid for the work Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh

Sir/Madam

Having examined the details given in Press Notice and Bid document for the above work, I / we hereby submit the documents related with the Eligibility Criteria & other relevant information and Financial Bid.

1. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
2. I / We also authorize Executive Engineer C.H.B. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
3. I / We certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction work/project executed by me/us. I/We also certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/ We submit the requisite certificates in support of our suitability, technical know how and capability for having successfully completed the following works:-

Sr. No.	Name of work/ Project and location	Owner or sponsoring organization	Reference of performance certificate
1			
2			
3			
4			
5			

Certificate:-

It is certified that the information given in the enclosed eligibility bids are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case of any information furnished by me /us found to be incorrect.

Enclosures:

Seal of bidder  
Date of submission

SIGNATURE(S) OF BIDDER(S)

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FORM 'C'

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"**

1.	Name of work/Project & Location	
2.	Agreement No.	
3.	Estimated Cost	
4.	Tendered Cost i. Allotted Amount ii. Actual completed cost	
5.	Date of Start	
6.	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion.	
7.	a) Whether case of levy of compensation for delayed has been decided or not.	
	b) if decided, amount of compensation levied for delayed completion if any.	
8.	Performance Report	
	1) Quality of Work	Outstanding/Very Good/ Good / Poor
	2) Financial soundness	Outstanding/Very Good/ Good / Poor
	3) Technical Proficiency	Outstanding/Very Good/ Good / Poor
	4) Resourcefulness	Outstanding/Very Good/ Good / Poor
	5) General behavior	Outstanding/Very Good/ Good / Poor

Dated:

Executive Engineer or Equivalent

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ANNEXURE-I

**SPECIMEN PROFORMA FOR THE AFFIDAVIT TO BE SUBMITTED BY THE APPLICANT ALONG WITH OTHER DOCUMENTS.**

(On Judicial Stamp paper duly attested by Ist class Magistrate or Notary Public)

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ authorized representative of \_\_\_\_\_ with its office at \_\_\_\_\_ solemnly affirm and declare as under on behalf of the firm:-

1. I/We in the name and style of **Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh**
2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent

**VERIFICATION:**

I the above named signatory/deponent do hereby solemnly affirm & declare that the contents of this affidavit are true to the best of my knowledge & nothing has been concealed therein.

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent

EE-IV



**ANNEXURE-II**

**FORMAT FOR POWER OF ATTORNEY- by all individual Applicants**

(on judicial Stamp paper duly attested by First Class Magistrate/Notary)

Dated: \_\_\_\_\_

**To whomsoever it may Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our request for qualification of work \_\_\_\_\_, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by CHB and signing of agreement if awarded the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney) \_\_\_\_\_

**Notes:**

- To be executed by the Applicant
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s)

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ANNEXURE-III

ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS.100/-

(Guarantee offered by Bank to CPWD/CHB in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit /performance Guarantee/Security Deposit/Mobilization Advance

1. Whereas the Executive Engineer- IV (name of division) on behalf of the Chairman, Chandigarh Housing Board (hereinafter called the 'the Board') has invited bids under .....(NIT number)..... dated for..... (name of work). The Board has further agreed to accept irrevocable Bank Guarantee for Rs. .... (Rupees ... only) valid upto .....(date)\*..... as Earnest Money Deposit from ..... (name and address of contractor) '.....' (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.  
OR\*\*  
Whereas the Executive Engineer - IV (name of division) on behalf of the Chairman, Chandigarh Housing Board (hereinafter called the 'the Board') has entered into an agreement bearing number with .....(name and address of the contractor) ..... (hereinafter called "the contractor") for execution of work..... (name of work) ..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. .... (Rupees ... only) valid upto...(date)..... as Performance Guarantee/security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the term and conditions of ther agreement.
2. We, ..... (indicate the name of the bank) ..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. .... /- (Rupees ..... only) on demand by the Government within 10 days of the demand.
3. We, ..... (indicate the name of the Bank) ..... do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... /-(Rupees ..... only).
4. We, ..... (indicate the name of the Bank) ..... further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, ..... (indicate the name of the Bank) ..... further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_, undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by the Government. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date \_\_\_\_\_

Witnesses:

1. Signature \_\_\_\_\_  
Name and address \_\_\_\_\_

Authorized signatory  
Name  
Designation  
Staff code no.  
Bank seal

2. Signature \_\_\_\_\_  
Name and address \_\_\_\_\_

\*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

\*\* In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/Security deposit/mobilization advance, as the case may be.



**ANNEXURE-IV**

To, The Bidder.....  
.....  
.....

Subject: NIT No. .... for the work **Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh**

Dear Sir,

It is here by declared that CHB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CHB.

Yours faithfully

Executive Engineer-IV

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ANNEXURE-IV -A

**Integrity Pact**

To,  
Executive Engineer-IV,  
Chandigarh Housing Board,  
Chandigarh

Sub: **Submission of Tender for the work Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh**

Dear Sir,

I/We acknowledge that CHB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.


I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CHB. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CHB shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

  
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ANNEXURE-IV -B

**To be signed by the bidder and same signatory competent/ authorised to sign the relevant contract on behalf of CHB.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

**BETWEEN**

Chairman, Chandigarh Housing board represented through Executive Engineer-IV, Chandigarh Housing Board, 8- Jan Marg Sector-9 Chandigarh (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh** hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.





- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a **willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual



injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.



**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CHB.

**Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following

witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(signature, name and address)

2. ....  
(signature, name and address)

Place:

Dated :

*h*  
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## **PART-III**

### **FINANCIAL BID**

**Special Conditions and other related documents for submission of Financial Bid**





## INSTRUCTIONS FOR CONTRACTORS

1. Tender to be witnessed at page No. 39-40 of Tender Documents.
2. The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
3. In Schedule - 'A' appended to the Tender Documents, the %age rate must be filled both in words and figures. Accordingly, the overall quoted amount of the tender should be worked out.
4. The contractor(s) shall quote the rates keeping in mind, 'General Conditions of Contract of CPWD Works' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.
5. It may be noted that in the present Contract Clause 10 cc is not applicable



## PART- A

### **CPWD FORM- 7 including Schedule A to F**

<b>Standard General Conditions of Contract for CPWD 2019 or latest addition as applicable with all amendments/ modifications</b>	<b>Available in market for sale/ CPWD website.</b>
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C.H.B-C.P.W.D - 7

**CHANDIGARH HOUSING BOARD**

STATE	U.T., Chandigarh	CIRCLE	II
BRANCH	Civil	DIVISION	IV, CHB
ZONE	Chandigarh	SUB DIVISION	IV

**PERCENTAGE RATE TENDER & CONTRACTS FOR WORKS**

A **Tender for the work Maintenance of V-5 & V-6 Roads for Three Years at 4960 Small Flats (Two Room) Maloya-I, Chandigarh**

- i. To be submitted by 11:00 Hours on \_\_\_\_\_ 2021 to Supdt. Admn., CHB.
- ii. To be opened in presence of tenderers who may be present at \_\_\_\_\_ Hours on \_\_\_\_\_ 2021 in the office of Executive Engineer-IV, Chandigarh Housing Board, Chandigarh.

Downloaded by \_\_\_\_\_ (contractor)

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Chairman, CHB within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Seventy Five (75) days** from the last day of receipt of technical bid and not to make any modifications in its terms and conditions.

*A sum of Rs.1,50,800/- is hereby deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> portal. A copy of UTR No/ Transaction slip is scanned & uploaded.* If I/we, fail furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely, otherwise the said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2, 12.3 and 12.5 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money/ Performance Guarantee.



I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

**Signature of the contractor**

Postal Address \_\_\_\_\_





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**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Chairman, Chandigarh Housing Board, for a sum of Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement--

- a)
- b)
- c)

For & on behalf of the Chairman,  
Chandigarh Housing Board  
Chandigarh.

Signature

Designation

Dated



**PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied separately to each of the intending tenderer)

**SCHEDULE "A"**

**Building Work**

Schedule of Quantities for Work (Enclosed) which starts at page 48

**SCHEDULE "B"**

Schedule of Materials to be issued to the contractor

S. No.	Description of Item	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5

No material will be issued by the department.

**SCHEDULE "C"**

Tools and Plants to be hired to the contractor

S. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4

No T & P will be issued by the Department.

**SCHEDULE "D"**

Extra schedule for specific requirements/documents for the work if any:- Nil

**SCHEDULE "E"**

Reference to General Conditions of contract:

2020 with amendments upto date

i)	Name of Work	MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH
ii)	Estimated cost of Work	Rs.75.38.569/-
iii)	Earnest Money	Rs.1,50,800 /-
iv)	Performance Guarantee	3% of the tendered value
v)	Security Deposit	2.5% of tendered value

**SCHEDULE "F"**

Reference to General Conditions of Contract

<b>GENERAL RULES AND DIRECTIONS</b>	
Officers inviting tender :-	Executive Engineer-IV Chandigarh Housing Board, Chandigarh.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2, 12.3	Refer Clause-12.
<b>Definitions</b>	
2(v) Engineer-in charge	Executive Engineer-IV Chandigarh Housing Board, Chandigarh.
2(viii) Accepting Authority	Chandigarh Housing Board, Chandigarh.
2(x) Percentage on cost of materials labour to cover all overheads and profit	and 15 %
2(xi) Standard Schedule of Rates	Delhi Schedule of Rates DSR- 2018
2(xii) Department	Chandigarh Housing Board, Chandigarh
9(ii) Standard CPWD Contract form	GCC 2020 & CPWD form 7 as modified &

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		corrected up to last date of receipt of tender.	
<b>Clause 1</b>			
i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress ) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance.		7 Days	
ii) Maximum allowable extension beyond the period provided in 'i.' above Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above		15 days	
<b>Clause 2</b>			
Authority for fixing compensation under clause-2		Superintending Engineer, CHB	
<b>Clause 2A</b>			
Whether Clause 2A shall be applicable		No	
<b>Clause 5</b>			
Authority for extending time and extension for delay and rescheduling of Mile stone. Shifting of date of start in case delay in handing over of site.		Executive Engineer	
Number of days from the date of issue of letter of acceptance for reckoning date of start		10 Days	
(i) Mile stone(s)		Not Applicable	
(ii) Time allowed for execution of work		06 Months	
Authority to decide:			
Extension of time		Executive Engineer	
Rescheduling of mile stones		Executive Engineer	
Shifting of date of start in case of delay in handing over of site		Executive Engineer	
<b>PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site</b>			
Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part-A	Portion without any hindrance	100%	07 Days
Part-B	Portions with encumbrances	--	
Part-C	Portions dependent on work of other agencies	--	
<b>Clause 7</b>			
Gross work to be done together with net payment/ adjustment of advances for materials collected, if any. since the last such payment for being eligible to interim payment.		Rs.20.000/- subject to one payment per month	
<b>Clause 7A</b>			
Whether Clause 7A shall be applicable Clause 7A (No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC, whatever applicable are submitted by the contractor to the Engineer-in-Charge.)		Yes	
<b>Clause 10 A</b>			
List of testing equipments to be provided by the contractor at site lab.		As Per CPWD works manual/	

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Clause 10 B		MORT&H specifications.
Whether Clause 10 B (i) shall be Applicable		Not applicable.
Whether Clause 10 B (ii) shall be Applicable		Not applicable.
Whether Clause 10 B (iii) shall be Applicable.		Not applicable.
Clause 10 C		
Component of labour expressed as percent of value of work		Not applicable.
Clause 10 CA	Applicable.	Base price of all the materials covered under Clause-10 CA.
Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry shall to be followed: (IOCL Panipat Rate W.E.F.01.02.2021*)	--
Bitumen VG-10	*Rs.37330.00 PMT	--
Bitumen VG-30	*Rs.38130.00 PMT	--
For calculating the price variation, the all India whole sale index (Clo) as on the last date of receipt of tender shall be considered irrespective of negotiations if any.		
Clause 10 CC		Not Applicable
Clause 11		
Specification to be followed for execution of work.		CPWD/MORT&H specifications with correction slip upto date.
Clause 12		
Type of work		Maintenance work
12.2 & 12.3		
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for Major Componet i.e Building work.		No Limit
12.5		
(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work (except earth work)		No Limit
(ii) Deviation limit for items in earth work sub head of DSR or related items		No Limit

Clause 16	Competent authority for deciding reduced rates.	Superintending Engineer
<b>Clause 18</b>	<b>List of mandatory machinery, Tools &amp; Plants to be deployed by the contractor at site</b>	(i) Water tanker (ii) Bitumen sprayer (iii) Smooth wheeled Roller (iv) Tipper Truck (v) Bitumen Paver (vi) Hot Mix Plant (vii) Safety equipment/ instruments etc.
	<b>Note: The listed T&amp;P can be modified as per site requirement and direction of Engineer-in-Charge.</b>	
<b>Clause 19</b>		
Clause 19 C		Rs. 500/- penalty for each default
Clause 19 D		Rs. 500/- penalty for each default
Clause 19 G		Rs. 500/- penalty for each default
Clause 19 K		Rs. 500/- penalty for each default
<b>Clause 25</b>	<b>Constitution of Dispute Redressal Committee (DRC)</b>	As prevailing in Board constituted under the authority of the Chief Executive Officer CHB
<b>Clause 32</b>		Not applicable
<b>Clause 34(i)</b>		
Extent of Contractor Construction works.	of for GST payable by Building and	GST 12% Applicable. Any Increase/ decrease in the rate of GST as on the last date/ extended date of submission of tender will be adjusted accordingly
Clause 36 (i) Requirement of Technical representatives and Recovery rates	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36
Requirement of Technical Staff	Minimum Experience (Years)	
Qualification (i) Graduate Engineer (Civil) or Diploma Engineer (Civil)	Number	2 (and having experience of one similar nature of work)
		5 (and having experience of one similar nature of work)
		Project Manager cum planning/ quality/Site/ billing Engineer
		Rs. 15,000/- per month per person

**Note**

Assistant Engineer retired from Government Services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Clause 38**

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ..... printed by C.P.W.D. DSR 2018

ii) Variations permissible on theoretical quantities:

(a) Cement	3% plus/minus
For works with estimated cost put to tender not more than Rs. 25 lakh.	
For works with estimated cost put to tender more than Rs. 25 lakh.	2% plus/minus
(b) Bitumen All Works	2.5% plus & only & nil on minus side.
(c) Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
(d) All other materials.	Nil

**Clause 42**

Recovery Rates for quantities beyond permissible variation

Sr. No.	Material	Rates in Figures and Words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Bitumen VG-10	Nil	Rs.53,070/-PMT
2.	Bitumen VG-30	Nil	Rs.54,165/- PMT

6/11/14



**ABSTRACT OF COST**

**Name of Work: - MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH**

Sr. No.	Description	Amount
1.	MAINTENANCE OF V-5 & V-6 ROADS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH (PERIOD - THREE YEARS)	Rs. 75,38,569.00

Executive Engineer-IV  
Chandigarh Housing Board,  
Chandigarh.



**SCHEDULE OF QUANTITIES FOR WORK: MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH**

SR. NO.	DESCRIPTION OF ITEM	QUANTITY		UNIT	RATE	AMOUNT
1	Cutting road and making good the same including supply of extra quantities of materials i.e. aggregate, moorum screening, red bajri and labour required.					
	Bituminous portion	4.41	cum	cum	3470.67	15306.00
	Water bound macadam	52.92	cum	cum	2148.16	113681.00
2	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :					
	On W.B.M. @ 0.75 kg / sqm	2872.39	sqm	sqm	39.69	114005.00
3	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.					
	25 mm compacted thickness with bitumen of grade VG- 30 @5% (percentage by weight of total mix) and lime filler @ 2%(percentage by weight of Aggregate) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	2872.39	sqm	sqm	236.67	679809.00




4	Fine dressing of ground/road bream	27369.00	sqm	sqm	3.07	84023.00
	Providing and laying at or near ground level factory made kerb channel of M-20 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement: 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (Precast C.C. kerb channel shall be approved by Engineer-in-charge).	7.26	cum	cum	5908.20	42894.00
5	Providing and laying at or near ground level factory made kerb stone of M-20 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement: 3 coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm) including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	17.44	cum	cum	5844.05	101920.00
	Providing, laying and rolling of built-up-spray grout layer (BUSG) as per Clause 506 of MORTH specification wherever required to be compacted in a layer not exceeding 75 mm in thickness for rebuilding of damaged road including cost of material and labour etc. complete in all respect to the entire satisfaction of Engineer- in -charge.	957.46	sqm	sqm	400.95	383894.00
6	Cleaning of Kerbs & Channels including removal of grass and silts etc. (once in every Six Months)	32244.10	metre	metre	11.80	380480.00
7	Refixing of existing kerb channels including cement pointing 1:3 complete in all respect	322.44	metre	metre	18.65	6014.00
8	Refixing of existing kerbs stone including cement pointing 1:3 complete in all respect	581.43	metre	metre	22.10	12850.00



MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH (Bid Document)

9	Cleaning grass and removal of the rubbish up to a distance of 50 m outside the periphery of the area cleared. (once in every three months)	574480.00	sqm	sqm	6.04	3469859.00
10	Carriage of malba (Lime, moorum, building rubbish) (once in every six months)	21543.00	cum	cum	99.05	2133834.00
	TOTAL					7538569.00

  
Executive Engineer-IV  
Chandigarh Housing Board,  
Chandigarh

  
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**Milestone Programmer**

(In Physical Terms/Financial Terms)

S. No.	Description of Milestone (Physical)	Time allowed (from date of start)	Amount to be withheld in case on non achievement of respective milestone.
1.	MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH	36 months	--
	As per the directions of the Engineer -in-charge		

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# Part B

## I - General / Specific Conditions, Specifications

*b* *IV*



### General/Specific Conditions as applicable.

#### 1.0 General

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the "CPWD/MORT&H specifications (Refer Para 2 (xiii) of Schedule A-F for Civil, / Specifications shall be followed and the rates should be all inclusive.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.
- 1.3 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.5 ~~All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.~~
- 1.6 Samples including brand/ quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.7 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.8 ~~Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer in Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.~~
- 1.9 The tenderer shall see the approaches to the site. In case any approach from main road is required at site or, existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.10 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.11 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. Contractor shall ensure that no hindrances shall be caused to traffic during the execution of the work.
- 1.12 The contractor shall take instructions from the 'Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building



- rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.13 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
  - 1.14 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
  - 1.15 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items. Specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
  - 1.16 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
  - 1.17 ~~The contractor should submit the shop drawing of staging and shuttering for approval of Engineer in Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.~~
  - 1.18 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
  - 1.19 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
  - 1.20 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.



- 1.21 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.22 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/ shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
- In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract
- 1.23 ~~The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period, of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.~~
- 1.24 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.25 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.26 The excavated surplus earth of the building shall be disposed off by the contractor for all leads and lifts free of cost within Campus. Dumping site/ premises shall be got approved from Engineer in Charge. The contractor will not be permitted to take the surplus earth outside the Campus.
- 1.27 The contractor shall take all necessary measures for the safe flow of traffic during construction including providing / maintaining such barricades all around construction area without hindering free flow of traffic as per directions of Engineer in Charge. Nothing extra shall be payable on account of providing and maintaining the barricading in good condition. The contractor shall be responsible for all damages and accidents caused due to negligence on his part.
- 1.28 ~~Nothing extra shall be paid for making groove/cut of any kind in the item/items of plastering work.~~
- 1.29 ~~M.S. hooks shall be provided for G.I. pipes/PE AL PE composite pipe/conduit pipes in chase wherever required as directed by E.I.C. and nothing extra shall be payable on this account.~~



- 1.30 The rates for all items of work shall unless clearly specified, include the cost of labour, materials and other inputs involved in the execution of the items.
- 1.31 As per provision of contract labour (Regulation & abolition (Act) 1970, the agency shall obtain license for employing labour on the work before commencement of work and shall also display a copy of the same at the premises where the contract work is being carried out.
- 1.32 As per instructions of the Excise and Taxation Officer, UT, Chandigarh contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of Punjab General Sales Tax Act 1948 as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.33 The contractor shall responsible for the implementation of all the provisions under **Rule 4 of Chandigarh Municipal Corporation (Sanitation and Public Health) Bye Laws, 1999** and bear all the fines, penalties and prosecutions in case of failures. CHB reserves the right to recover any damages/penalties imposed from the payments due to the contractor.
- 1.34 Justified amount (X) shall be worked out by the Board at the time of award of work while analyzing the bids received. The allotment amount (excluding escalation) (Y) shall be at a %age  $O = (Y-X)/X$  above or below the said justified amount which will be called 'original %age above or below' as the case is.
- Revised justified amt (X'), on the same parameters as worked out at the time of award of work, shall be worked out at the time of every bill with the actual quantities. The actual amount of work (excluding escalation) (Y') at the time of every Bill shall be at a %age  $A = (Y'-X')/X'$  above or below the said revised justified amount which will be called "actual %age above or below" as the case is.
- Suitable reduction will be made in the running/final bill, in case the "actual %age" (A) exceeds the "original %age" (O) so that the "actual % age remains at par or with in the "original %age".
- 1.35 In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
- In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
- If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.





In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

- 1.36 The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.37 The Board reserves its right to bifurcate the work between one or more agencies and further reserves its right to withdraw a part of a work of a particular item at any stage during the execution of work without prejudice to the right of the Board to recover, liquidated damages under various provisions of the contract agreement.
- 1.38 The quantities of various items ~~and the number of houses~~ can be increased or decreased at any stage unless and otherwise specified. No claim on account of such changes will be entertained. However the payment to the contractor under running/final bills shall be governed by actual quantities of the various items executed at site at the rate prescribed in the DNIT plus or minus quoted percentage by the agency.
- 1.39 The contractor shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state or local authority for violation by the contractor or sub-contractor engaged on the work.
- 1.40 The work during its progress and subsequently at any stage shall be open for Inspection by Third Party/Quality Assurance Independent Agency appointed by CHB for Technical Examination/Audit on behalf of Engineer-In Charge and agency shall be responsible for compliance of the observation raised by it and including any compliance /recovery proposed thereof. In case of non compliance in 15 days further payment would be stopped.
- 1.41 **Supply of Water and Electric Power:** Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost for obtaining supply of water and/or electrical power, necessary for the execution of the works and during defect liability period. If the agency arranges temporary water connection from MC, Chandigarh for construction purpose, the recovery of water charges shall be made as per Chandigarh Gazette notification issued on 28 September 2006. If the contractual agency arranges water through water tanker from MC, Chandigarh in case of non-availability of water supply lines at the site by the MC, then he will produce bill/payment receipt of water charges and recovery of such balance of 1.50 % after deducting receipt of MCC will be effected from the agency provided the agency submit no objection certificate from the MC, Chandigarh in this regard. If the contractual agency uses the water from the public stand post, through private tanker or any of the existing sources, panel rate recovery shall be made from the running bills/final bill. In the event the CHB is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of



making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. **The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Competent Authority. Presently the water charges @ 1.5% of the project cost which shall be deducted from bills of the agency instead of 1% as defined in Clause-31A (i) GCC. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor. The decision of CHB on such cost shall be final and binding. Before the release of security, the contractor will submit no due certificate from Electricity department.**

1.42 **The agency shall deposit EPF Contributions directly to RPFC on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provisions of 'EPF & Miscellaneous Provisions Act, 1952'. The agency shall obtain inspection report for compliance from inspector RPFC office for the period of the contract for this work and shall submit to CHB as a proof of EPF contribution after which the security shall be released.**

1.42.1 The contractual agency shall submit the copies of the monthly challans duly paid in respect of EPF contribution of labour deployed at site by 10th of succeeding month, otherwise no running payment will be released.

1.42.2 For non compliance of conditions 1.41 to 1.42.2 above, a penalty shall be levied @ Rs.1000/- for each default per day for each component (i.e. Civil)

1.43 ~~Unauthorized occupation: It shall be the responsibility of the contractor to see that the building site under construction is not occupied by anybody unauthorized during construction, or afterwards till it is handed over to the Engineer in charge with vacant possession of complete building site. If such building site through completed is occupied illegally, then the Engineer in charge shall have the option to refuse to accept the said building/building site in that position. Any delay in acceptance on this account will be treated as the delay in completion of work and for such delay a levy up to 1/4 % of tendered value of work per week, may be imposed by the Chief Engineer, whose decision shall be final and binding both with regard to the justification and quantum and be binding on the contractor. This decision of Chief Engineer will not be open to any arbitration/litigation. However, the Chief Engineer, through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.~~

1.44 In addition to the conditions laid down in the 'General Condition of Contract Document of Chandigarh Housing Board' for release of security deposit, the contractor shall have to make compliance of the following:-

- (i) To submit clearance from the RPFC regarding making compliance of the provisions of the EPF Act or otherwise as specified in the 'Tender Document'
- (ii) To produce no due certificate from Electricity department.

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- 1.45 Deduction on account of Income Tax shall be made at the rate prescribed by law from the gross payment due to the contractor in accordance with section 194 C of Income Tax Act 1961, in force.
- 1.46 For the materials other than mentioned in the list of the approved makes in this Document, preference will be given to the ISI marked materials.
- 1.47 The items for which more than one Make/Brand has been specified in the list of 'Approved Makes' in the document and if during execution of the work, for some reason or the other, it is found that only one make remains available in the market, the Chief Engineer, CHB shall be competent to approve other makes of equivalent quality for such The items of work. His decision in this regard shall be final & binding on the part of the contractor.
- 1.48 The rates should be inclusive of cost of material, machinery, fuel, lubricant & labour complete and shall be firm and nothing extra shall be payable over and above.
- 1.49 Nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.
- 1.50 All T&P required for the labour will have to be arranged by the agency.
- 1.51 **Before start of the work, the exact position of roads indicating the repairs, pot holes etc. be recorded and got signed by the agency.**
- 1.52 **The contractor must possess his own computerized hot Mix Plant, Mechanical Blower, Mechanical Vibratory Roller and construction equipment for proper & timely execution of works at Chandigarh or within a distance of 25 KM from the site of work, nothing shall be paid for this extra.**
- 1.53 The contractor will start the laying of all items in using Bitumen work only after achieving the required temperature of mix and same duly checked from Engineer-in-Charge/site In Engineer authorized by Engineer-in-Charge.
- 1.54 If due to over-heating or under heating of bitumen for mixing of aggregates proper mixing is not obtained then such works shall be rejected and shall have to be removed and re-laid. No extra payment on this will be allowed.
- 1.55 The contractor shall propose different size and percentage of coarse and fine aggregate along with bitumen which shall be termed as job mix formula from an approved laboratory at his own cost for various items of DNIT wherever required conforming to provisions of MORT&H specifications and same shall be got approved from Engineer-In-charge. The sufficient quantities of material shall be collected before the start of work and shall inform the source and location of all materials.
- 1.56 The bitumen shall be arranged by the contractor himself from Govt. approved source and stock of the same shall be got checked with proof thereof than its purpose from the Engineer-In-charge before use
- 1.57 The temporary warning lamps shall be installed at the barricades during the hours of darkness and kept lit all times during these hours.
- 1.58 For bases and surface courses (Bituminous), the material, mix design and construction operation shall conform to section -500 of MORT & H specifications (Latest edition).



- 1.59 The percentage of bitumen for Bituminous Surface Courses, as mentioned in the description of items is only for the reference of contractor to quote their rates. However, the actual percentage of bitumen shall be as per approved job mixed formula. The variance in actual percentage of bitumen used shall be assessed and payment adjusted up and down accordingly. The permissible variation from the job mix formula shall be as per table 500.13 of MORT & H specifications. If the variance of various ingredients is more than permissible, the work is liable to be rejected. In case the actual consumption of bitumen (based on extraction test) is less than the approved Job mix formula but within the permissible limits, then the recovery shall be made on account of less quantity of bitumen used. However, if the actual consumption of bitumen (based on extraction test) is more than the approved job mix formula but within the permissible limits, then nothing extra shall be paid on account of excess quantity of bitumen used than Job mix formula.
- 1.60 Surface of tack coat shall be swept clean and free from dust and any extraneous material with higher pressure jet or by other means as directed by the Engineer-In-Charge.
- 1.61 The test certificate from Factory/Test Lab will be supplied by the agency along with each consignment of material for work. The department has every right to collect the sample from the site of manufacturing and same can be got tested from the reputed/Govt. Test Laboratories at any time.
- 1.62 The traffic shall have to be regulated during day as well as night time. The contractor will be responsible for any accident or damage caused due to negligence or improper arrangements of traffic regulation. Nothing extra shall be payable on this account. The Engineer-In-charge will assist the contractor for diverting the traffic with the help of local authorities.
- 1.63 No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
- 1.64 The work during its progress and subsequently at any stage can also be inspected by the Chief Vigilance Officer/Chief Technical Examiner on behalf of the Engineer-in-Charge and agency shall be responsible for compliance of the observation raised by Chief Vigilance Officer/Chief Technical Engineer and including any recoveries proposed thereof.
- 1.65 Any material left at the site one month after completion of work shall become the property of the department and no payment shall be made to the contractor for the material.
- 1.66 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- ~~1.67 No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.~~
- 1.68 The provision of labour shall have to be made available on requisition in time as per exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The executing agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case on requisition, labour is not provided within a



period of six working days, an amount of Rs.500/-per day per labour will be deducted from the amount payable to the executing agency.

- 1.69 The claims in bills regarding wages/ salary, Employees state Insurance, Provident Fund, EDLI etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of CHB.
- 1.70 The executing agency shall maintain all statutory registers under the applicable law. The executing agency shall produce the same, on demand, to the concerned authority of Chandigarh housing Board or any other authority under law.
- 1.71 In case, the executing agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigarh Housing Board is put to any loss/obligation, monetary or otherwise, the Chandigarh Housing Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

**2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -**

- i. The rates quoted by the applicants in the Financial Bid should be inclusive of GST and all other taxes/levies and Cess as per **Building & other construction Workers Welfare Cess ACT 1996 as extended to Chandigarh vide notification dated 17.09.2009**. Nothing extra on this account shall be paid.
- Further, the ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
- ii. All lifts & all heights, floors including terrace, leads and depths.
- iii. All labour, material, tools and plants and other inputs involved in the execution of the item.
- iv. Any of the conditions and specifications mentioned in the tender documents.
- v. Pumping /bailing out surface water/ rain water, if necessary for any reason.
- vi. Any legal or financial implications resulting out of disposal of earth, if any.
- vii. Performance test of the entire installation(s) before the work is finally accepted.
- viii. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- ix. All incidental charges for cartage, storage and safe custody of materials brought to site.

**3.0 TESTING OF MATERIAL:**

- 3.1 **Testing of Materials:** When required by the Engineer-in-Charge, the contractor shall supply, for the purpose of testing, samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be provided free of charge by the contractor. All testing charges shall be borne by the contractor unless otherwise mentioned in the



document. All mandatory test as per specification shall be carried out at laboratories as directed by Engineer- in- Charge.

All other expenditure required to be incurred for taking samples; Conveyance, packing etc. shall also be borne by the contractor himself.

- 3.2 However, if any ultrasonic pulse velocity/ load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.
- 3.3 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD/MORT&H specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
- 3.4 The contractor should have a field laboratory at the site of work/plant site including all necessary equipments and skilled manpower for carrying out Field tests for proper quality control as per clause 900 of MORT&H specification (Latest edition) and have a competent & independent quality control consultant.
- 3.5 For performing the above tests, the Laboratory/ Field testing equipment referred in the CPWD works Manual is to be arranged and maintained by the contractor at the site of work. In case the equipment required for any test is not available at site, the department shall get the test conducted from the third party. However in that event, besides providing free materials of sample, the cost of taking of sample, packing, transportation, testing charges etc. shall be borne by the contractor irrespective of the results.
- 3.6 The contractor shall ensure quality construction in a planned and time bound manner. Any substandard material, work beyond set-out tolerance limit shall be summarily rejected by the Engineer-in-Charge & contractor shall be bound to replace/ remove such sub-standard /defective work immediately.

#### 4.0 **SECRECY**

- 4.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 4.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 4.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work/works or the earlier determination of the contract.

#### 5.0 **PROGRAM CHART: -**

- 5.1 The Contractor shall prepare an integrated program chart in MS project/ Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within 15 days of the issue of letter of commencement of work.

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- 5.2 The work has to be completed in stages as indicated in the Milestones under **Schedule 'F'** and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.
- 5.3 The program chart should include the following:
- Descriptive note explaining sequence of various activities.
  - Network (PERT / CPM / BAR CHART) which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
  - Program for procurement of materials by the contractor.
  - Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- 5.4 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
- 5.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

#### 6.0 SAMPLE OF MATERIALS:-

- 6.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples for approval of Engineer-in-charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material/ fittings are not available, the contractor shall submit samples of materials/ a fitting manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.
- 6.2 To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- 6.3 BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the



contractor shall furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

BIS marked items (except cement & steel for which separate provisions have been made in the Tender Document) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-In-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD/MORT&H specifications

6.4 For certain items, if frequency of tests is neither mentioned in the CPWD/MORT&H specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.

#### 7.0 MEASUREMENT

(i) As per CPWD Specifications.

8.0 TOLERANCES – As per CPWD/MORT&H specifications.

#### 9.0 RATES:-

(i) The rate includes the cost of materials, fuel, lubricant, labour and T&P, including mixing, placing, transportation involved in all the operations nothing extra shall be payable over and above.

#### 10.0 DEFECT / WATCH & WARD LIABILITY:

10.1 The contractor's liability during the defect liability period from the final date of completion as per clause 17 shall be limited to rectification of defects including replacement as follows which in the opinion of Engineer-in-Charge are not man made. The agency shall be responsible for watch and ward of completed work for the period upto the 'Defect liability Period' or till the physical possession is handed over to the other agency whichever is earlier. Nothing extra shall be payable on this account.

S. No.	Description	Defect Liability of the items, if executed under this contract.
(i)	Road work	(a) Repair & making good as original of sinked portion and potholes if any.
(ii)	Kerb & Channel	(b) Settlement/ breakage if any to be rectified/ replaced
(iii)	General	(c) Rectification of all manufacturing defects of structures other than listed above.

#### 11.0 FOR COMPLIANCE UNDER ENVIRONMENT PROTECTION ACT 1986

11.1 Resident labour shall be provided with proper hygienic and ventilated accommodation.

11.2 The contractor shall provide adequate drinking water and sanitary facilities to the workers employed during the construction period. The contractor is responsible for making arrangements for the safe disposal of wastewater and solid wastes generated during the construction.

11.3 All the top soil excavated during construction activities should be stored as directed by the engineer in charge for further use in horticulture /landscape





- development work within the project site.
- 11.4 The contractor is responsible for making arrangements for the safe disposal of muck including excavated material during construction. It shall not create any adverse effects on the neighboring communities and disposed off taking the necessary precautions for general safety and health aspects, to the approved sites with the approval of competent authority.
- 11.5 Use of diesel generator sets during construction phase should be of low sulphur diesel type and should conform to Environment (Protection) rules prescribed for air and noise emission standards. The contractor shall submit the requisite permission from the CPCC for setting up the same.
- 11.6 Vehicles hired for bringing construction material at site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non peaking hours. The engineer in charge has the right to ban entry of such vehicle/ vehicles which, in the opinion of the Engineer in-charge is/are causing pollution to the environment. The decision of the EIC shall be final and binding to the contractor.
- 11.7 The agency shall ensure that the ambient noise levels should conform to residential standards both during day and night. The contractor shall submit the monitoring report of actual noise levels at site once in a quarter to the EIC. The monitoring shall be got executed from the Laboratory / consultant approved by MOEF.
- 11.8 The contractor is responsible for taking steps to avoid contamination of watercourses and ground water by such material like construction spoils including bituminous material and other hazardous materials. He shall be responsible to make secure dumps of such materials so that they should not leach into the ground water.
- 11.9 The contractor shall make provisions for the supply of kerosene or cooking gas / pressure cooker to meet with the cooking needs of the during construction phase. Burning of wood shall not be allowed under any circumstances.
- 11.10 The Environmental committee of the CHB or the members of the monitoring officials of the MOEF can inspect the labour camps as well as the construction site at any time. The contractor is responsible to bear the penalties or fines if any imposed for the violation of the provisions of the Environment Protection Act 1986. The decision of the EIC will be the final and binding over the contractor.
- 11.11 The contractor shall ensure that the constructional activities shall not cause dust pollution. He shall make arrangements for water sprinkling within the 1 km radii of the project site to subsidize the dust.
- 11.12 A First Aid Room will be provided by the agency during construction.
- 11.13 All labour to be engaged for construction shall be screened for health and adequately treated before engaging them to work at the site.
- 11.14 For disinfection of waste water, the contractor will use ultra violet radiation and not chlorination.



APPROVED MAKES OF VARIOUS ITEMS (WHEREVER PRESCRIBED)  
FOR USE UNDER THIS CONTRACT

SR. NO.	ITEMS	MAKE
1.	(i) Ordinary Portland/ Portland Pozzolona Cement (Grey) (43 Grade)	ACC, L&T, Gujarat Ambuja, Vikram, Birla, JK Cement, JP Rewa, or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum.
	(ii) <del>White Cement</del>	<del>Birla White/J.K. White</del>

The Agency is required to get prior approval of Engineer-in-charge for the make of the material to be used in the work. In case of non-availability of material from these manufacturers, the Chief Engineer may allow use of alternative BIS approved manufacturer makes.

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**FORMAT OF INDEMNITY BOND.**

(To be furnished in Stamp paper as per Stamp Act)

(At presents not less than Rs.80/-Stamp paper)

This deed of indemnity executed by hereinafter referred to as Indemnifier which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of Chandigarh Housing Board, hereinafter to as the indemnified which expression shall unless repugnant to the context of meaning thereof, include its successors and assignees witness us to.

Whereas the indemnified herein has awarded to the Indemnifier therein a contract for the 'MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH' on terms and conditions set out interalia in contract/Award No. \_\_\_\_\_ valued at Rs. \_\_\_\_\_ only)

And whereas the above mentioned contract provides for 'MAINTENANCE OF V-5 & V-6 ROADS FOR THREE YEARS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH' as per terms & conditions of the contract.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that he shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work in respect of his contractual obligations emanated from the contract already referred to the extent of Rs \_\_\_\_\_/-Rupees \_\_\_\_\_ only)

This indemnity shall be in force up to the date of the item from our end.

Name.

Designation.

WITNESS:

1.

2.

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**FINANCIAL BID FOR THE WORK 'MAINTENANCE OF V-5 & V-6 ROADS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH ( FOR THREE YEARS)'**

Part	Description	Amount
I	'MAINTENANCE OF V-5 & V-6 ROADS AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH ( FOR THREE YEARS)' (DNIT Amount)	Rs. 75,38,569/-
I/we will charge ..... % (in figures) i.e. .... <sup>(a)*</sup> percent (in words) ..... <sup>(b)*</sup> (write above or below) on the total Composite cost of Rs. 75,38,569/- (Rs Seventy five Lakh Thirty Eight Thousand Five Hundred Sixty Nine only). The overall amount of the Tender comes out to be Rs. _____ (in figures) (Rs. _____ <sup>(c)*</sup> (in words) with my quoted Rates.		
* Note:		
1.	For filling up the portion marked (a)* above the agency is to quote the percentage in figure and words. Percentage is to be quoted up to three digits after decimal.	
2.	For filling up the portion marked (b)* above. the agency is to quote <b>either above or below</b>	
3.	For filling up the portion marked (c)* above the agency is to quote the amount in figures and words.	
4.	In case of any ambiguity or difference between the quoted percentage and amount, the amount worked out at '(c)' above will be considered as correct and the percentage will be considered accordingly.	
	Dated	Signature of the Bidder (s)

*Technically examined & recommended for approval.*

*[Signature]*  
 Superintending Engineer-II  
 Chandigarh Housing Board  
 Chandigarh

*[Signature]*  
 Executive Engineer-IV  
 Chandigarh Housing Board.  
 Chandigarh

This NIT containing 68 pages as per Index amounting Rs. 75,38,569/- (Rs Seventy five Lakh Thirty Eight Thousand Five Hundred Sixty Nine only) is hereby approved.

*[Signature]*  
 Chief Engineer  
 Chandigarh Housing Board  
 Chandigarh

*[Signature]*  
 23/3/21