

## BID DOCUMENT FOR

DISMANTLING OF DAMAGED BOUNDARY WALL AND RECONSTRUCTION OF THE SAME AT CENTRAL STORE OF CHANDIGARH HOUSING BOARD AT INDUSTRIAL AREA, PHASE-I, CHANDIGARH.

Date of release / publishing of tender\_\_\_\_\_/2022

Last date of submission of document (Online):

/ / 2022

Website: http://etenders.chd.nic.in/nicgep

Tel: 0172-4601722





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# PART-I



## CHANDIGARH HOUSING BOARD

#### TENDER NOTICE

#### **Notice Inviting e-Tenders**

Executive Engineer-VIII 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 and PSUs for the work 'Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh'

Estimated	Cost:-	Rs.10,1	7,912/-,	Earnest	Money:-	Rs.20400/-,	Perio	od of
Completion	:- 120 D	ays, Last	date of	submission	of bid onli	ne is /	_	/2022,
Date of ope	ning bid	is	/_	/2022.				

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

Tel: 0172-4601722

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

Chandigarh Q



## **Detail Regarding Tendering Process**

Name of work	reconstruction Chandigarh Ho				
Estimated cost	Rs.10.18 Lakh				
(Rs. In Lakh)		THE RESIDENCE			
Period of Contact	120 Days				
Name of the Employer	Chandigarh Housi	ng Board			
Adress of the Employer	8 Jan Marg, Secto	8 Jan Marg, Sector 9 D Chandigarh			
Mode	E-Tendering				
Website	https://etenders.ch	d.nic.in/nicgep/app			
Integrity Pact duly filled, signed & stamped	The bidder must upload the copy of Integrity Pact duly filled, signed & stamped in the presence of witness along with other bid documents on the website. In the event of his failure to sign and upload on website, his bid shall be rejected.				
	Milestone Da	ntes			
Downloading of e-tender document	Start date:	/ / 2022 at 1000 Hrs.			
	End date:	/ / 2022 upto 1600 Hrs.			
Clarification regarding plans specifications schedule of	Start date:	/ / 2022 at 1000 Hrs.			
quantities & set of terms	End date:	/ / 2022 upto 1600 Hrs.			
Date of submission of e- tender	Start date:	/ / 2022 at 1000 Hrs.			
	End date:	/ / 2022 upto 1600 Hrs.			
Opening of technical bid (Online)		/ / 2022 at 1100 Hrs			
Opening of price bid (Online)	To be intimated t	o all eligible Bidders separately			

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Bid validity period	Seventy Five (75) days
Earnest Money Deposit	The EMD required for placing the e-bid shall be Rs.20,400/- to be submitted on line through e-tendering portal i.e. https://etenders.chd.nic.in.
	Bidder can submit their bid only after depositing EMD online.
	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.
	The amount of EMD is refundable and adjustable.
	The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.
	The bidder must upload the copy of UTR No/ Transaction slip on the web site.

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D. formana Campity	The contractor whose hid is accented will be required
Proformance Security	The contractor, whose bid is accepted, will be required to finish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule F and within the period specified in Schedule F. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period specified 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.

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

1.	Fee					
7	i)	EMD				
2.	Post (	Qualification / Technical				
1	i.	Check List				
	ii.	Integrity Pact Annexure-IV, IV-A & IV-B duly filled, signed & stamped in the presence of a witness				
	iii.	Form 'A' Letter of Transmittal as per attached proforma in Section-II.				
	iv.	Valid Enlistment certificate.				
	v.	Form 'B' Similar works during the last seven years				
	vi.	Form 'C' Performance Report of works given in Form 'B'.				
	vii.	Certified copy of the Power of attorney by the applicant in case of Non- Consortium member as per Annexure-II				
	viii.	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				
	ix.	Certificate of Registration under GST.				
1117	X.	Copy of PAN				
	xi.	Certificate of registration with EPFO, ESIC (if available).				
M	xii.	Any other document as specified in the bid document.				
3.	Finan	ce Carlotte				
		Financial Bid				

NOTE: - Hard copies of the documents listed above except Financial Bid shall be submitted by the lowest bidder to the Executive Engineer-VIII.

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'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 and PSUs has been uploaded?	Yes / No
2.	Whether the Earnest Money as per the Tender Notice has been deposited?	Yes / No
3.	Whether the Integrity Pact duly filled, signed & stamped in the presence of a witness alongwith signature has been uploaded?	Yes / No
4.	Whether definite proof from appropriate authority of having satisfactorily completed similar works has been uploaded?	Yes / No
5.	Whether the Form 'A' Letter of Transmittal as per attached Performa in Section-II has been uploaded?	Yes / No
6.	Whether the Form 'B' - Details of similar works completed during last 7 years has been uploaded?	Yes / No
7.	Whether the Form 'C'- Performance Report of works referred to in Form-B has been uploaded?	Yes / No
8.	Whether the Affidavit as per Annexure-I have been uploaded?	Yes / No
9.	Whether the Power of Attorney as per Annexure-II has been uploaded?	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.& 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 Copy of Certificate of Registration under GST or Undertaking as per Notice Inviting Tender has been uploaded?	Yes/ No
14.	Whether the Copy of PAN has been Uploaded?	Yes/No
15.	Whether the Certificate of registration with EPFO and ESIC has been 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

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## CHANDIGARH HOUSING BOARD NOTICE INVITING TENDER.

 Executive Engineer-VIII 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 and PSUs as detail below:-

Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh		put to Bid (in Lakh)		Earnest Money	Period of completion	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in the NIT	Time & date of opening of Technical Bid.
		oundary tion of the ntral store garh pard at Area,	Rs.10.18 Lakh	Rs. 20,400/-	120 Days	2022	2022
*Wel	bsite			dates	of Elec	ctronic Tendering	please refer
			gibility for tender				
1.2					ments s	hall only be eligible to	apply.
	a)	Should ha	ve valid Enlistme	ent cert	ificate te of sul	issued by any one obmission of the Bids.	of the above
	b)	Integrity	Pact: The contrac	tor shal	l downl	load the Integrity Pac	

specified departments on the last date of submission of the Bids.

b) Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to upload the Integrity Pact duly signed by the agency & witness along with other bid documents, his bid shall be rejected.

c) Should have satisfactorily completed similar nature of works during the last seven years ending last day of the month previous to the one in which tender

is invited.

Three similar works each costing not less than Rs.4.08 Lakh or two similar works each of costing not less than Rs.6.11 Lakh or one similar work of costing not less than Rs. 8.15 Lakh

Similar work shall mean "Civil Work"

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 to the last date of submission of bid.



	d)	court of law relating to any processidered for post-qualification.  To become eligible, for e-tender affidavit as per Annexure-I.	ering, the tenderer shall have to furnish an			
	e)	GST registration Certificate, if a	lready 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.				
		applicable within one month f before release of any payment I/We shall be responsible for	e shall obtain GST registration Certificate as from the date of receipt of award letter or by CHB, whichever is earlier, failing which any delay in payments which will be due ork executed and/or for any action taken by regard".			
			ttested & counter signed by the Bidders.			
2.	of C quot form	PWD Form 7/8, which is available their rates as per various terms a part of the agreement. However	able for sale in the market. Tenderers shall and conditions of the said form which will the definitions contained therein with regard nated authorities may be read as under:-			
	Con	As per General Conditions of Contract for Central P.W.D  Works				
	CPV		СНВ			
	Pres	ident of India	Chairman, CHB			
		t. of India	Chandigarh Housing Board Chairman, CHB			
		ctor General				
		itional Director General	Chief Executive Officer, CHB			
		artment	Chandigarh Housing Board			
3.	In th		s and expressions have the meaning hereby			
		PLOYER means the Chairman, Chautive Engineer.	nandigarh Housing Board, acting through the			
	BIDDER/TENDERER/FIRM/ AGENCY/CONTRACTOR/APPLICAN the individual, proprietary firm, firm in partnership, limited company public or corporation or Joint Venture Company.					
	"Yea	ar" means "Financial Year" unless	stated otherwise.			
	CHB	3/ Board means "Chandigarh Hous	sing Board"			
4.	as de first	efined in Schedule 'F' of Financia	work will be 120 Days from the date of start l Bid in Part-III of this document or from the whichever is later in accordance with the r Document.			
		TATE OF THE PERSON OF	EE-VIII A Sope Page- 11			



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5.	(i)	The Site for the work is available.
	1 1 1	The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website https:// etender.cpwd.gov.in or www.cpwd.gov.in free of cost.  The architectural and structural drawings & other necessary documents, can be seen in the office of the Executive Engineer-VIII during submission of the Bid period on everyday except on Saturdays, Sundays and Public Holidays.
6.		st money amount will have to be deposited as mentioned in detail regarding ing process in shape as prescribed
7.	Down Procu	loading and submission of Tender including Financial Bid will be done by exement process through the Chandigarh Administration web site: /etenders.chd.nic.in/nicgep.
	Docur as spe within docum whose	gency shall upload Scanned copy of documents (duly attested and counter by agency) related to "Earnest Money Deposit" and 'Eligibility ments'. However, certified copy of all the scanned and uploaded documents ecified in e- tender notice shall have to be submitted by the lowest bidder a week physically in the office of tender opening authority. Online bid nents submitted by intending bidders shall be opened only of those bidders, coriginal EMD deposited with Executive Engineer-VIII and other documents and uploaded are found in order.
8.		The bid submitted shall become invalid if:  a. The bidder is found ineligible.
	1	<ul> <li>The bidder does not upload scanned copies of all the documents stipulated in the bid document.</li> </ul>
		c. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
		d. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
		e. Before proceeding further with the e- Procurement process, Earnest Money shall be opened first and 'Eligibility Document' of those agencies whose Earnest Money found in order shall be opened in the office of EE-VIII, CHB by the committee.
		i. 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.



9. The contractor, whose tender has been accepted, will be required to furnish 'Performance Guarantee' as mentioned in Detail Rergarding Tendering Process. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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 (Building & Other Construction Workers) Welfare Board and Programme chart (Time and Progress) within the period specified in Schedule F.

10. The description of the work is as follows:

Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder 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. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

11. 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. 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.

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 bid for works in the CHB Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a 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 CHB. Any breach of this condition by the contractor would render him liable to be debarred in participating tender in CHB.



ineer of Gazetted rank or other Gazetted officer employed in the Engineering inistrative duties in an Engineering Department of the Government of India is to work as a contractor for a period of one year after his retirement from ment service, without the previous permission of the Chairman, CHB in This contract is liable to be cancelled if either the contractor or any of his ees is found at any time to be such a person who had not obtained the ion of the Chairman, CHB as aforesaid before submission of the tender or ment in the contractor's service.  Ideas for the work shall remain open for acceptance for a period of 75 days are last date of opening of bids.  In yet tenderer withdraws his tender or makes any modification in the terms & ditions of the tender which is not acceptable to the department within 7 days are last date of submission of bids, then the CHB shall without prejudice to other right or remedy, be at liberty to forfeit 50% of the earnest money obtutely irrespective of letter of acceptance for the work is issued or not. By tenderer withdraws his tender or makes any modification in the terms & ditions of the tender which is not acceptable to the department after expiry a days after last date of submission of bids, then the CHB shall without addice to any other right or remedy, be at liberty to forfeit 100% of the est money absolutely irrespective of letter of acceptance for the work is ed or not.  The successful respective of earnest money as prescribed in para (i) and (ii) above, bidders shall not be allowed to participate in the rebidding process of the tender work.  The successful reflicted forms a part of the contract document. The successful reflicted contractor, on acceptance of his tender by the Accepting ty, shall, within 15 days from the stipulated date of start of the work, sign
e last date of opening of bids.  By tenderer withdraws his tender or makes any modification in the terms & ditions of the tender which is not acceptable to the department within 7 days a last date of submission of bids, then the CHB shall without prejudice to other right or remedy, be at liberty to forfeit 50% of the earnest money olutely irrespective of letter of acceptance for the work is issued or not. By tenderer withdraws his tender or makes any modification in the terms & ditions of the tender which is not acceptable to the department after expiry days after last date of submission of bids, then the CHB shall without addice to any other right or remedy, be at liberty to forfeit 100% of the est money absolutely irrespective of letter of acceptance for the work is ed or not.  The second in para (i) and (ii) above, bidders shall not be allowed to participate in the rebidding process of the ework.  The document's shall form a part of the contract document. The successful of Bidder/contractor, on acceptance of his tender by the Accepting
id Document' shall form a part of the contract document. The successful r/Bidder/contractor, on acceptance of his tender by the Accepting
tract consisting of:
he Notice Inviting Tender, all the documents including additional onditions, specifications and drawings, if any, forming part of the tender as a 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 prespondence leading there to.
eneral condition of contract for Central PWD works 2020, tender form of PWD 7/8 as amended from time to time issued up to the last date of ceipt of tender or other Standard C.P.W.D. Form as applicable.
ending bidders are required to upload their bids well in advance of last date nission of tender. Any issue related to updating profile/ uploading tender resolved through the concerned Executive Engineer/ Assistant Engineer No.0172-4601722, e-mail Id <a href="mailto:singhchb3182@gmail.com">singhchb3182@gmail.com</a> ) or NIC helpline or e-mail Id <a href="mailto:sendering bidders">sendering bidders are also advised not to wait to raise any issues till the last submission of bid in their own interest.</a>
any discrepancy is noticed between the documents as uploaded at the time hission of the bid online and hard copies as submitted physically in the f Executive Engineer, then the bid submitted shall become invalid and the ment shall, without prejudice to any other right or remedy, be at liberty to 60% of the said earnest money as aforesaid. Further the tenderer shall not be to participate in the re-tendering process of the work.  EE-VIII Page-14
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20.	The tenderer is liable to be blacklisted as per policy of Chandigarh Administration 2009 and the EMD will be forfeited if he has been found to have misled or has furnished false information in the forms/statements/certificates/ online information 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. Further, if this contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
21.	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
22.	All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
23.	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
24.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
25.	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.
26.	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.
27.	If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
28.	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.
29.	The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
30.	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.
31.	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.
32.	The CHB reserves the right to accept or reject any Bid and to annul the post-qualification process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidders.

Executive Engineer-VIII, Chandigarh Housing Board Chandigarh



# PART-II



# **PART-II**

# DOCUMENT RELATED TO ELIGIBILTY CRITERIA AND OTHER RELATED DOCUMENTS



Form-A

#### LETTER OF TRANSMITTAL

From:

To

Executive Engineer-VIII Chandigarh Housing Board, Chandigarh.

Sub:

Submission of Bid for the work Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh

Sir/Madam

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

- 1. I / we hereby certify that all the statements made and information supplied in the enclosed Forms B to C and accompanying statement are true and correct.
- 2. I/ we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- I / We submit the Following certificates in support of our suitability, technical know how and capability for having successfully completed the following eligible similar works:-

Sr. No.	Name of work/ Project and location	Certificate from
1		
2		
3		

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'B'

Details of Eligible Similar nature of works completed during the last seven years ending previous day of last date of submission of bid.

Name and address/ telephone number of officer to whom reference may be made	6			10.00	
Litigation / arbitration cases pending / in progress with details*	8.			Annual Control of the	
Actual date Litigation / of arbitration completion cases pendir / in progress with details	7				
Stipulated date of completion	9				
Date of commen- cement as per contract	5				
Cost of work Date of in crores of commen rupees cement a per contract	4				
Owner or sponsoring organisation	3				
S. Name of work / Owner or  No. project and sponsoring location organisatio	2				
S. S.	_				

\*Indicate gross amount claimed and amount awarded by the Arbitrator. For details attached separate sheet.

SIGNATURE OF BIDDER(S)

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2 so A



FORM 'C'

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

1.	Name	of work/Project & Location		
2.	Owne	r or sponsoring organization		
3.	Agree	ment No.		
4.	Estim	ated Cost		
5.	i. Al	ered Cost lotted Amount etual completed cost		
6.	Date of	of Start		
7.	Date o	of completion		
(i)	Stipul	ated date of completion		
(ii)	Actua	l date of completion.		
8.		nether case of levy of complayed has been decided or no		
		decided, amount of comp for delayed completion if an		
		tigation/arbitration cases Perss with details		
9.	Whether the work was done on back to back basis (yes / no)			
10.	Perfor	mance Report		
	1)	Quality of Work	Outstar	nding/Very Good/ Good / Poor
	2)	Financial soundness	Outstan	nding/Very Good/ Good / Poor
	3)	Technical Proficiency	Outstar	nding/Very Good/ Good / Poor
	4)	Resourcefulness	Outstan	nding/Very Good/ Good / Poor
	5) General behavior Outstanding/Very Good/ Good / Poor			nding/Very Good/ Good / Poor

Certified that M/s ....... has completed the above work with the structural system technology as per details mentioned above.

Dated:

Executive Engineer or Equivalent

EE-VIII Sys - Page - 20



#### ANNEXURE-I

# SPECIMEN PROFORMA FOR THE AFFIDAVIT TO BE SUBMITTED BY THE APPLICANT ALONGWITH OTHER DOCUMENTS.

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

	Ι,	S/o	Sh.	authorized
repre	I, sentative of	with	its office a	
solen	nnly affirm and declar	e as under on behal	f of the firm:	
1.		the same at centr	al store of C	damaged boundary wall and Chandigarh Housing Board at
2.	-			criminal proceedings pending/ tion project executed by me/us.
3.		are 'True' & I/We		ents and information submitted responsible as per law for their
4.	executed through a	nother contractor of	n back to ba	ar works has/have not been got ack basis. Further that if such a hen I/we shall be debarred for
	tendering in CHB in the department before	future forever. Al	so if, such a of work then	violation comes to the notice of
Place	tendering in CHB in the department before the entire amount of	future forever. Al	so if, such a of work then	violation comes to the notice of the CHB shall be free to forfit
Place Dated	tendering in CHB in the department before	future forever. Al	so if, such a of work then	violation comes to the notice of the CHB shall be free to forfit mance Guarantee deposted.
Dated	tendering in CHB in the department before the entire amount of	future forever. Al	so if, such a of work then	violation comes to the notice of the CHB shall be free to forfit mance Guarantee deposted.  Authorized Signatory of
VERI	tendering in CHB in the department before the entire amount of  :	future forever. All or the date of start Earnest Money Do	so if, such a of work then eposit/Perfore t do hereby s	violation comes to the notice of the CHB shall be free to forfit mance Guarantee deposted.  Authorized Signatory of
VERI the co	tendering in CHB in the department before the entire amount of  :	future forever. All or the date of start Earnest Money Do	so if, such a of work then eposit/Perfore t do hereby s	violation comes to the notice of the CHB shall be free to forfit mance Guarantee deposted.  Authorized Signatory of firm/Deponent



#### ANNEXURE-II

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

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

	(On Judicial Statis) paper duly attested by 1 list Class Magistrate Metaly)
	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 prequalification work of, 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)
	h I Tsupot
4	EE-VIII JUE Page- 22

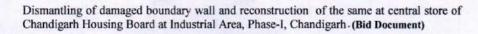


ANNEXURE-III

On non-judicial stamp paper of minimum Rs.100/(Guarantee offered by Bank to CPWD in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security
Deposit/Mobilization Advance

1.	(hereinafter called "The Government") has invited bids under(NIT number)
	dated for
	obligations in accordance with the terms and conditions of the said NIT.  OR**
	Whereas the Executive Engineer (name of division) CHB, Chandigarh on behalf of the Chairman, CHB (hereinafter called "The Government") 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 up to (date)* as
	Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor
	for compliance of his obligations in accordance with the terms and conditions of the 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 rerating 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

VIII SOEV Page- 23





effect of so relieving us.  6. We, (indicate the name of the Bank) further as Government at its option shall be entitled to enforce this Guarantee against the principal debtor at the first instance without proceeding against the constitution any security or other guarantee the Government may have in recontractor's liabilities.  7. This guarantee will not be discharged due to the change in the constitution of the Contractor.	rovision, have
principal debtor at the first instance without proceeding against the content notwithstanding any security or other guarantee the Government may have in recontractor's liabilities.  7. This guarantee will not be discharged due to the change in the constitution of the	gree that the ne Bank as a
7. This guarantee will not be discharged due to the change in the constitution of the	ontractor and
	e Bank or the
8. We, (indicate the name of the Bank), under revoke this guarantee except with the consent of the Government in writing.	ertake not to
9. This Bank Guarantee shall be valid up to, unless extended on de Government. Notwithstanding anything mentioned above. Our liability against this restricted to Rs/- (Rupees only) and unless a claim lodged with us within the date of expiry or extended date of expiry of this guarantee shall stand discharged.	s guarantee is in writing is
Date	
Witnesses:	
1. Signature Authorized signato	ry
Name and address Name	
Designation	
Staff code no.	
Bank seal	
2. Signature	
Name and address	
*Deta to be someted out on the basis of collisions and a COO days by the	

\*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.

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Suport



Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh (Bid Document)

Te	ANNEXURE-IV
To,	The Bidder,
	······································
Calliant.	NIT No.
Subject:	NIT No for the work 'Dismantling of damaged
	boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-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.

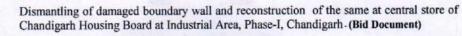
This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CHB.

Yours faithfully

Executive Engineer-VIII

VIII SDE-V Page-

Supet





ANNEXURE-IV-A

#### **Integrity Pact**

To,

Executive Engineer-VIII, Chandigarh Housing Board

Chandigarh

Sub:

Submission of Tender for the work Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-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 1 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 tender/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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Supdt VIII



#### ANNEXURE-IV-B

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

#### INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to the tender equal to or more than
the threshold value given in Schedule-F)

(Name and address of the bidder)

(Hereinafter referred to as the Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

#### Preamble

AND WHEREAS the Principal 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), 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.

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder

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

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#### Articles

#### Article 1: Commitment of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, 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 wilt, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to a Bidder(s) the same information and we 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 shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal 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 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)

- 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 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 nonsubmission 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)/ Contract(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.

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- (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 participates 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.
- (f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 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, 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 (which shall include 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 under law or the contract or its established policies and laid down procedures, the Principal 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 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 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. Such exclusion may be forever or for a limited period as decided by the Principal.
- 2. Forfeiture of Earnest Money Deposit Performance Guarantee/Security Deposit: If the Principal 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 apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit Performance Guarantee and Security Deposit of the Bidder/Contractor.

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3. Criminal Liability: If the Principal 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 PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

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

The Bidder declares that no previous transgressions occurred in the last 3 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.

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.

 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 may, at its own discretion, revoke the exclusion prematurely.

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

- 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 by any of its
  Subcontractors/sub-vendors.
- The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
- The Principal will disqualify Bidders who do not submit the duly signed Integrity
  Pact between the Principal and the Bidder along with the Tender or violate its
  provisions at any stage of the Tender process.

#### **Article 6- Duration of the Pact**

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by the ADG/SDG, CPWD concerned.

#### **Article 7- Other Provisions**

 This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal, who has floated the tender.

2. Changes and supplements as well as termination notice need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Integrity 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 Integrity Pact must be signed by a representative duly authorized by board resolution.

4. Should one o[ several provisions of this Integrity 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 intensions.

5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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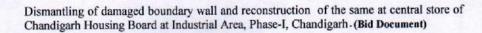
- 6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to
- 7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
- 8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

#### Article 8 - Independent External Monitor (IEM)

- 1. The Principal appoints competent and eredible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently.
- 2. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.
- 3. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor, The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and
- 4. unconditional access to their project documentation. The same is applicable to sub-
- 5. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In ease if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself / herself from that ease.
- 6. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7. The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.

10. The word IEM or monitor would include both singular and plural.

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Article 9- 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/Contact documents with regard to any of the provisions covered under this Integrity Pact.

EE-VIII SOE-V

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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 expresshall, unless repugnant to the context or meaning thereof, include its successors and assignees in favour of Chandigarh Housing hereinafter to as the indemnified which expression shall unless repugnant to the commeaning thereof, include its successors and assignees witness us to.  Whereas the indemnified herein has awarded to the Indemnifier therein a contract 'Dismantling of damaged boundary wall and reconstruction of the same at construction of the same at contract of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh' or and conditions set out interalia in contract/AwardNo.  at Rs	essors Board text of for the entral a terms valued maged ousing
The indemnifier hereby irrevocably agrees to indemnify the indemnified that he sl liable for and shall also indemnify the CHB and its employees against all liabilities, claims, demands, proceeding, damages, costs, charges and expenses and further agreement, indemnify and hold the Board and its employees harmless from any property of to personals during execution of work or by the action of any central or state of local authority for violate the contractor or sub-contractor engaged on the work in respect of his contractions emanated from the contract already referred to the extent of Rs	losses, rees to enalty ng the ion by ractual
This indemnity shall be in force up to the date of the item from our end.	
WITNESS: 1.	
2.	

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# PART-III

## FINANCIAL BID

Special Conditions and other related documents for submission of Financial Bid

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#### INSTRUCTIONS FOR CONTRACTORS

- 1. Tender to be witnessed at page No. 37-38 of Tender Documents.
- The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
- 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.
- The contractor(s) shall quote the rates keeping in mind, 'General Conditions of Contract of CPWD Works-2020' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.
- 5. The contractor(s) shall quote the rates keeping in mind, all taxes, GST etc. etc.

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# PART-A

## CPWD FORM-7 including Schedule A to F

Standard General Conditions of Contract for CPWD 2020 or latest addition as applicable with all amendments/ modifications Available in market for sale/CPWD website.

EE-VIII SOE Page- 30

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C.H.B-C.P.W.D - 7

### CHANDIGARH HOUSING BOARD

SIA	U.I., Chandigarn	CIRCLE		
BRA	ANCH Civil	DIVISION	VIII, CHB	
ZON	NE Chandigarh	SUB DIVISION	V	
	PERCENTAGE/ITEM F	ATE TENDER & CO	NTRACTS FOR WORKS	3
A	Tender for the work Disn of the same at central sto Phase-I, Chandigarh.			
i.	To be opened in presence of tender in the office of Executive Engineer			_ 2022
	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.20,400/- 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 scaned & 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.

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Supor



## Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh (Bid Document)

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.

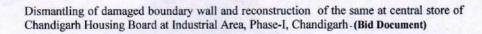
I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department befor 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	Signature of the contractor Postal Address
Witness:	
Address:	
Occupation:	

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### ACCEPTANCE

Rs (Rs	of the Chairman, Chandigarh Housing Board, for a sum of
The letters referred to below s	all form part of this contract Agreement
a)	
b)	
c)	
	For & on behalf of the Chairman, Chandigarh Housing Board Chandigarh.
	Signature
Dated	Designation

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### PROFORMA OF SCHEDULES

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

### SCHEDULE "A"

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

### **SCHEDULE "D"**

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

### **SCHEDULE "E"**

Reference to General Conditions of contract of 2020 with amendments upto date

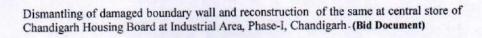
i)	Name of Work	Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh
ii)	Estimated cost	Rs.10,17,912/-
iii)	Earnest Money	Rs.20,400/-
iv)	Performance Guarantee	3% of the tendered value
v)	Security Deposit	2.5% of tendered value Or 2.5% of tendered value plus 2.5% PG for contracts involving maintenance of the building and services / other work after construction of the same building and services/other work

### SCHEDULE "F"

Reference to General Conditions Contract	of GCC-2020 (Construction work) with latest ammendments
GENERAL RULES AND DIRECTION	IS
Officers inviting tender:-	Executive Engineer-VIII Chandigarh Housing Board, Chandigarh.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined n accordance with Clause 12.2, 12.3	Refer Clause-12.
Definitions	
2(v) Engineer-in charge	Executive Engineer-VIII Chandigarh Housing Board, Chandigarh.
2(viii) Accepting Authority	Chandigarh Housing Board, Chandigarh.

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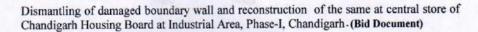




aı	ercentage on cost of materials and labour to cover all overheads and profit	7.5% for profit and	17.5% for T & P and overhead
	tandard Schedule of Rates		of Rates (DSR) -2021 with ued up to the last day of the last of bid.
2(xii) D	epartment	Chandigarh Housin	ng Board, Chandigarh
	pecifications		ecifications and as specified in
GCC 2	Standard CPWD contract Form 020, CPWD Form 7/8 as & corrected upto	August -2022	
Clause 1			
programi licenses board or	allowed for submission of Performe chart (Time and progress) and registration with EPFO, ESIC and proof of applying there of from the acceptance	applicable labour ad BOCW welfare	7 Days
ii) Max provided late fee (	imum allowable extension bey in (i) above. Maximum allowab @ 0.1% per day of Performance of the period provided in (i) above	ole extension with Guarantee amount	15 Days
			Superintending Engineer, CHB
Clause 5	y for fixing compensation under cla	ause-2	Superintending Engineer, CFIB
Number	r of days from the date of issue of l nce for reckoning date of start Mile		10 Days Page No. 51
table gi	ime allowed for execution of work		120 Days
1			120 Days
	ty to decide:- nsion of time		Executive Engineer in Charge
	heduling of mile stones	BUILDING TO SERVE	Superintending Engineer, CHB
	ing of date of start in case of dela	y in handing over	Superintending Engineer, CHB
	MA OF SCHEDULES Claus over of site	e 5 Schedule of	
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	NIL	-
Part-C	Portions dependent on work of other agencies	NIL	-

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Clause 7	
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.2,00,000/- subject to one payment per month.
Clause 7A	
Whether Clause 7A shall be applicable Clause 7A	Yes
Clause 8A	
Authority to decide compensation on account, if Contractor fails to submitt completion plans.	Executive Engineer in Charge
Clause 10 A	

List of testing equipments to be provided by the contractor at site lab.

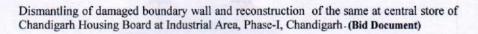
### Equipments for Testing of Materials & Concrete at Site Laboratory

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own cost. The following minimum laboratory equipments shall be set up at site office laboratory:-

Sl. No.	Equipment	Numbers (Minimum)
Clause	10 B	
Whethe	r Clause 10 B (i) shall be Applicable	Not Applicable.
Whethe	r Clause 10 B (ii) shall be Applicable	Not Applicable.
Whethe	r Clause 10 B (iii) shall be Applicable.	Not Applicable.
Clause Compo	10 C nent of labour expressed as percent of value of work	Not applicable,
Clause	10 CA	Not Applicable
Clause 10 CC		Not Applicable
Clause	11	
Specific	ration to be followed for execution of work.	CPWD Specifications with correction slips upto date.
Clause	12	
Authority to decide deviation upto 1.5 times of tendered amount.		Tender Approving authority.

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12.2 & 12.3	
Deviation Limit beyond which clauses 12.2 & 12.3 for Building work.	shall apply 100%
12.5	Main work
<ul> <li>i) Deviation Limit beyond which clauses 12.2 &amp; 12.</li> <li>for foundation Work</li> </ul>	3 shall apply 100%
ii) Deviation limit for items in earth work sub head related items	d of DSR or 100%
Clause 16	
Competent authority for deciding reduced rates.	Superintending Engineer, CHB
Clause 18	
List of mandatory machinery, Tools & Plants to by the contractor at site	be deployed  ((i) Steel shuttering & Scaffolding (ii) Safety equipment/ instruments etc. (iii)Concrete Mixure (iv)Related tools & plants etc.
Clause 19 Labour Laws to be complied by the Contractor (In case contractor fails to comply, make arrangement necessary facilities etc.)	and provide
Clause 19 C	Authority to decide penalty EIC
Clause 19 D	Authority to decide penalty EIC
Clause 19 G	Authority to decide penalty EIC
Clause 19 K	Authority to decide penalty EIC
Clause 25	
Settlement of Dispute by Conciliation and Arbitration	: CEO, CHB (Conciliator)
Clause 38	
(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the	DSR -2021



a, supply



Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh-(Bid Document)

) Variations permissible on theoretical quantities:	
(a) Cement For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus
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

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

SR.NO.	ITEMS	MAKE
1.	Portland Pozzolona	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.

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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### GENERAL ABSTRACT OF COST

Name of Work:-

DISMANTLING OF DAMAGED BOUNDARY WALL AND RECONSTRUCTION OF THE SAME AT CENTRAL STORE OF CHANDIGARH HOUSING BOARD AT INDUSTRIAL AREA, PHASE-I, CHANDIGARH

S. No.	Name of work	Amount	
1	Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh	Rs.10,17,912.00	

Executive Engineer-VIII Chandigarh Housing Board, Chandigarh.

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Supdt.



### ABSTRACT OF COST

Name of Work:- Dismantling of damaged boundary wall and reconstruction of the same at central store of Chandigarh Housing Board at Industrial Area, Phase-I, Chandigarh.

Sr. No.	Description	Sub Head Total
1	Sub Head: A Item No.1 to 3	
	CONCRETE WORK	Rs.86,287.00
2	Sub Head: B, Item No. 4 to 5	
His e	MASONARY WORK	Rs.5,40,514.00
3	Sub Head: C, Item No. 6 to 7	
	FINISHING	Rs.1,13,411.00
4	Sub Head: D, Item No.8 to 11	
	DISMANTLING AND DEMOLISHING	Rs.3,16,179.00
5	Sub Head: E, Item No. 12	
	ROAD WORK	Rs.16,748.00
	Total	Rs.10,73,139.00
6.	Less Credit for old bricks	
	Common burnt clay FPS (Non-Modular) bricks class designated 7.5 (2602)	-Rs.55,227.00
	Net Total Amount	Rs.10,17,912.00

Executive Engineer-VIII
Chandigarh Housing Board,
Chandigarh.





# SCHEDULE OF QUANTITIES FOR THE WORK: DISMENTLING OF DAMAGED BOUNDARY WALL AND RECONSTRUCTION OF THE SAME AT CENTRAL STORE OF CHANDIGARH HOUSING BOARD AT INDUSTRIAL AREA, PHASE-I, CHANDIGARH.

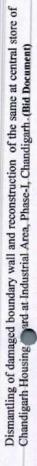
Sr. No.	Description of Item	Quantity	ty.	Unit	Rate	Amount	Sub Head Total
Sub Head :A Item No.1 to 3	CONCRETE WORK						86287.00
1	CEMENT CONCRETE (CAST IN SITU)						
	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:						
	1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	8.04	Cum	Cum	6400.88	51463	
2	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts.						
	struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering, shuttering and finishing:						
	1:2:4 (1 Cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	2.51	Cum	Cum	9917.87	24894	
	DAMP-PROOF COURSE						
3	Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 12.5mm nominal size derived from natural sources)	25.31	Sqm	Sqm	392.32	9930	
Sub Head: B Item No.4 to 5	MASONRY WORK						540514.00
4	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:						
	Cement mortar 1:6 (1 cement : 6 coarse sand)	19.09	Cum	Cum	7043.65	134463	
v	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in:						
	Cement mortar 1:6 (1 cement : 6 coarse sand)	46.31	Cum	Cum	8768.10	406051	

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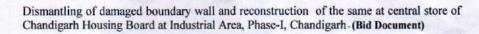


Sr. No.	Description of Item	Quantity	tity	Unit	Rate	Amount	Sub Head
Sub Head: C Item No.6 to 7	FINISHING CEMENT PLASTER (IN COARSE SAND)						113411.00
9	12 mm cement plaster of mix:						
	1:4 (1 cement: 4 coarse sand)	166.72	Sqm	Sqm	325.04	54191	
	POINTING ON BRICK WORK						
7	Pointing on brick work or brick flooring with cement mortar 1:3 (1 cement : 3 fine sand):						
	Flush / Ruled/ Struck or weathered pointing	261.10	Sqm	Sam	226.81	59220	
Sub Head: D Item No.8 to 11	DISMANTLING AND DEMOLISHING						316179.00
∞	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.			1			
g	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	1.90	Cum	Cum	2123.27	4034	
q	Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix)	8.04	Cum	Cum	1311.35	10543	
6	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.						
	In cement mortar	65.40	Cum	Cum	1796.76	117508	
10	Removing mortar from bricks and cleaning bricks including stacking within a lead of 50 m (stacks of cleaned bricks shall be measured):						
	From brick work in cement mortar	30079	Nos	1000 Nos	5841.90	175719	
=	Disposal of building rubbish/malba/similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	36.09	Cum	Cum	232.05	8375	



Sr. No.		Quantity	ity	Unit	Rate	Amount	Sub Head Total
Sub Head:E Item No.12	ROAD WORK						16748.00
12	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines & two diagonals inter woven with horizontal wires, of barbed wire weighing 9.38kg per 100m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.						
	With G.I. barbed wire	807.90 Metre	Metre	Mtr	20.73	16748	
	Total Sub Head (A+B+C+D+E)					1073139	1073139.00
	Credit for old bricks						
13	Common burnt clay FPS (Non-Modular) bricks class designation 7.5	12032 Nos	Nos	1000 Nos	4590.00	-55227	-55227.00
,	Net Total					1017912	1017912.00

Executive Engineer-VIII
Chandigarh Housing Board
Chandigarh





# Mile stone Programmer (In Physical Terms)

S. No.	Desc	ription of Milestone (Phys	ical)		Time allowed in Days (from date of start)	Amount to be with-he in case on non achievement of respective milestone.
1	1st Q	uarter			The Control of	
	S.No	Description	During the quarter	Cumulative		
	1.	DISMANTLING AND DEMOLISHING	100%	100%		
	2.	CONCRETE WORK	50%	50%	30 Days	2.73% of Tendered
	3.	MASONARY WORK	40%	40%		Amount
alphi	4.	FINISING	10%	0%		
	5.	FENCING ON WALL	0%	0%		
2	2nd (	Quarter				
	S.No	Description	During the quarter	Cumulative (DUs.)		
	1	DISMANTLING AND DEMOLISHING	0%	100%		
Toy	2	CONCRETE WORK	50%	100%	40.00	
	3	MASONARY WORK	40%	80%	60 Days	1.37% of Tendered Amount
	4	FINISING	30%	40%		Amount
4	5	FENCING ON WALL	0%	0%		
3	3rd Q	uarter		1411-31		
	S.No	Description	During the quarter	Cumulative (DUs.)		
	1	DISMANTLING AND DEMOLISHING	0%	100%		
	2	CONCRETE WORK	0%	100%	00 D	0.74% of Tendered
	3	MASONARY WORK	20%	100%	90 Days	Amount
94	4	FINISING	40%	80%		
	5	FENCING ON WALL	30%	30%		
4	4th Q	uarter				
	S.No	Description	During the quarter	Cumulative (DUs.)		
		DISMANTLING AND DEMOLISHING	0%	100%		
4	2	CONCRETE WORK	0%	100%	120 Days	0.16% of
		MASONARY WORK	0%	100%		Tendered Amount
	4	FINISING	20%	100%		
	5	FENCING ON WALL	70%	100%		

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# Part B

- I General/Specific Conditions, Specifications
- II Schedule of Quantities applicable to the work.

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### General/Specific Conditions as applicable.

Note: The order of preference in case of any discrepancy may be read as the following:-

- a. Nomenclature of items as per schedule of quantities.
- b. Particular specification and special condition, if any.
- c. CPWD specifications.
- d. Architectural Drawings.
- e. Indian standard specifications of B.I.S.
- f. Sound Engineering Practice.
- g. GCC.
- h. CPWD Manual.

### 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 coordination 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 All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. The list of approved laboratories for testing is as under:-

S. No.	Type of tests	Name of laboratories
1.	All tests	Government labs and NABL certified labs

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- 1.8 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.9 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.
- 1.10 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.
- 1.11 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 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 co-relate 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.

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- 1.17 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.
- 1.18 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.
- 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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

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- 1.24 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 fillings 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.
- 1.25 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.
- 1.26 For construction works which are likely to generate malba / rubbish contractor shall dispose of malba (after segregation in to 5 streams i.e. concrete bricks and mortar, soil, steel, wood & plastic) at waste processing plants presently located AT Industry area Phase-I, Chandigarh or any other designated location, either with their own conveynace or by requesting machinery from MCC. (at Toll free No. 0172-2787200) by paying requisite charges as per C&D waste Management Policy 2022 of Chandigarh Administration.
- 1.27 Contractor shall use processed material as well as its by products casted from C&D waste for their works allotted to contractor. However, in case of non availability of processed material at C&D plants, non availability certificate will be obtained by the contractor before resorting to purchase of material from open market.
- 1.28 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.
- 1.29 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.
- 1.30 Nothing extra shall be paid for making groove/cut of any kind in the item/items of plastering work.
- 1.31 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.
- 1.32 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.
- The contractor shall responsible for the implementation of all the provisions under 1.33 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 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.
- 1.36 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.
- 1.37 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.
- 1.38 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 of local authority for violation by the contractor or sub-contractor engaged on the work.
- 1.39 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.
- 1.40 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

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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 @ 1.50% 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.

- 1.41 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.
- 1.42 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.
- 1.43 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.
- 1.44 Earth required by the contractor shall not be dug from any part near the area of the work. The site from wherein the earth is to be brought is subject to the prior approval of the Engineer-in-charge.
- 1.45 All royalty sales and other taxes are included in the rates and are the liability of the contractors. The rates are inclusive of cost of material, machinery, fuel, lubricant & labour complete and shall be firm and nothing extra shall be payable over and above.
- 1.46 The rates given in the attached schedule of the rates are for finished work nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.

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- 1.47 All T&P required for the labour will have to be arranged by the agency.
- 1.48 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.
- 1.49 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.
- 1.50 Any material left at the site one month after completion of work shall be become the property of the department and no payment shall be made to the contractor for the material.
- 1.51 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.52 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.
- 1.53 The executing agency shall maintain all statutory registers under the applicable law. The executing agency shall produce the same, on demand, to the concerned authorioty of Chandigarh housing Board or any other authority under law.
- 1.54 In case, the executing agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigahr Housing Board is put to any loss/obligation, monitory or otherwise, the Chandigarh Housing Board will be entitled to get itself reimbursed out of the outsanting bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory 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.
  - Since the estimated cost put to tender is less than 10 (Ten) Lac. If work done
    increases than 10 (Ten) Lac than labour cess as applicable shall be deducted from
    running/final bill of the agency.
  - iii. All lifts & all heights, floors including terrace, leads and depths.
  - All labour, material, tools and plants and other inputs involved in the execution of the item.
  - v. Any of the conditions and specifications mentioned in the tender documents.
  - vi. Pumping /bailing out surface water/ rain water, if necessary for any reason.

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- vii. Any legal or financial implications resulting out of disposal of earth, if any.
- viii. Performance test of the entire installation(s) before the work is finally accepted.
- ix. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- 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. 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 Specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
- 3.4 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.

Laboratory/ Field 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.

### 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 confirmed 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.

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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 softwarefor 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.
- 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.
  - c) Program for procurement of materials by the contractor.
  - d) 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

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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 Specifications

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

# 7.0 CEMENT & STEEL REINFORCEMENT (IF NOT STIPULATED TO BE SUPPLIED BY THE DEPARTMENT).

7.1 Contractor has to produce manufacturers test certificate for each lot of Cement &. Steel Reinforcement procured at site.

### 7.2 CEMENT:-

7.2.1 The contractor shall procure 43 Grade (conforming to ISI 8112) Ordinary Portland Cement and/or Portland Pozzolana Cement (Fly Ash based), as required in the work from reputed manufacturers of cement having a production capacity not less than one million tones or more per annum, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by the Ministry of Industries, Govt of India, and holding license to use ISI certificate mark for their product. The Tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves

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right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so.

clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.

- 7.2.2 The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.
- 7.2.3 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

### 8.0 SPECIAL CONDITION FOR CEMENT CONCRETE:

- 8.1 The contractor has to arrange at site sufficient centering /shuttering before start of work. Only M.S. centering / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface. However, marine-ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor as approved by the Engineer-in-charge.
- 8.2 Nothing extra shall be paid for the centering & shuttering, circular in shape whenever the form work is having a mean radius exceeding 6m in plan.
- 8.3 In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centering, shuttering & casting for which nothing extra shall be paid to the Contractor.

### 9.0 PARTICULAR SPECIFICATIONS FOR RCC WORK

### 9.1 MEASUREMENT -

- As per CPWD Specifications.
- (ii) In respect of all projected slabs at all levels including cantilever, canopy, the payment for the RCC work shall be made under the item RCC slabs.

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The payment for shuttering at the edges shall be made under item of centering and shuttering for RCC slabs. Nothing extra shall be paid for the side shuttering at the edge of these projected balconies/ projected verandah slabs.

### 9.2 TOLERANCES - As per CPWD Specifications.

### 9.3 RATES:-

- (i) The rate includes the cost of materials, labour and T&P, including mixing, placing, transportation involved in all the operations described above except for the cost of centering, shuttering & reinforcement which will be paid for separately.
- (ii) In case of rejection of concrete on account of unacceptable compressive strength, governed by para "Standard of Acceptance" as above, the work for which samples have failed shall be redone at the cost of contractor. However, the Engineer-in-charge may order for additional tests (like cutting cores, ultrasonic pulse velocity test, load test on structure or part of structure, etc) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The Contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-charge without any extra cost. However, for payment, the basis of rate payable to contractor shall be governed by the 28 days, cube test results and reduced rates shall be regulated in accordance with CPWD Specifications.

### 10.0 BRICK WORK:-

10.1 The brick work shall be carried out with good quality FPS well burnt bricks of class designation 75 as per CPWD Specifications. In view of the over size of local bricks available, the thickness of the course shall be 8 cm assuming consumption on average of 460 bricks per cum of brick work. In case consumption of bricks is more or less than 460 bricks per cum, it will be paid/recovered accordingly at the rate mention as under:-

Bricks - Rs.5500/- per thousand

This would be without any effect on the consumption of the standard cement consumption factor.

- 10.2.1 The rate shall also include for leaving chases/ notches for dowels/ cramps for all kinds of cladding to come over brick work.
- 10.2.2 In case of non availability of the bricks, fly ash/concrete bricks of equivalent strength can be used with the permission of Engineer-in-Charge. Nothing extra on this account shall be made.

### 11.0 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

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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)	Concrete	a) Rectification of structural/ superficial/ non-structural cracks.	
		(b) Rectification of dampness/ seepage in base slab/ junctions & sunken portion.	
		(c) Rectification of Slopes, uneven joints by relaying.	
(ii)	Steel & Iron work	(a) Redoing of defective portion in fabrication welding etc.,	
(iii)	General	(a) All manufacturing defects of structures/ fixtures/ fittings of Civil, PH & Electical items other than listed above.	

### 12.0 FOR COMPLIANCE UNDER ENVIRONMENT PROTECTION ACT 1986

- 12.1 Resident labour shall be provided with proper hygienic and ventilated accommodation.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 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.

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- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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.
- 12.11 The contractor shall ensure that the constructional activities shall not cause dust pollution. He shall make arrangements for water sprinkling with in the 1 km radii of the project site to subsidize the dust.
- 12.12 A First Aid Room will be provided by the agency during construction.
- 12.13 All labour to be engaged for construction shall be screened for health and adequately treated before engaging them to work at the site.
- 12.14 For disinfection of waste water, the contractor will use ultra violet radiation and not chlorination.

Note: - The conditions of environment have been taken as per already executed project adjoining to site. If GOI imposed any additional condition, then the same will be applicable on this project.

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# FINANCIAL BID FOR THE WORK DISMENTLING OF DAMAGED BOUNDARY WALL AND RECONSTRUCTION OF THE SAME AT CENTRAL STORE OF CHANDIGARH HOUSING BOARD AT INDUSTRIAL AREA, PHASE-I, CHANDIGARH

Part	Description	Amount
Ι	Dismantling of damaged boundary wall reconstruction of the same at central store of Chandi Housing Board at Industrial Area, Phase-I, Chandig (DNIT AMOUNT)	garh
	vill charge% (in figures) i.e	
Rs.10	,17,912/- (Rs Ten Lakh Seventeen Thousand Nine	Hundred Twelve Only). The
overal	ll amount of the Tender comes out to be	
Rs		(in figures),
(Rs		
	(c)* (in words) with my quoted Rate	S.
* Not	e:	
1.	For filling up the portion marked (a)* above percentage in figure and words. Percentage is to after decimal.	
2.	For filling up the portion marked (b)* above, above or below	the agency is to quote either
3.	For filling up the portion marked (c)* above the in figures and words.	agency is to quote the amount
4.	In case of any ambiguity or difference between amount, the amount worked out at '(c)' above will the percentage will be considered accordingly.	
	Dated	Signature of the Bidder (s)

Executive Engineer-VIII
Chandigarh Housing Board,
Chandigarh

Superintending Engineer-I Chandigarh Housing Board Chandigarh.

This NIT containing 67 pages as per Index amounting Cost Rs.10,17,912/-(Rs Ten Lakh Seventeen Thousand Nine Hundred Twelve Only) is hereby approved.

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Chief Engineer

Chandigarh Housing Board

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