





BID DOCUMENT FOR

RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH

Date of release /publish	ing of tender	/2023
•		-
Last Date of	Submission of document	:/2023
Website: http://etender	s.chd.nic.in/nicgep	Tal- 0172 25111121

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

Tel: 0172-25111121





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CHANDIGARH HOUSING BOARD TENDER NOTICE Notice Inviting e-Tenders

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

Estimated Cost:-	De 1 61 66 194/-	Earnest	Money:-	Rs.3,24,000/-,
Estimated Cost:- Period of Complet	ion: 13 Months.	Last dat	e of subr	nission of bid
online is/_	/2023. Date of op	ening bid	is/_	/2023.
online is	,			

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

Ph.: 0172-2511100; 121

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







Detail Regarding Tendering Process

		ndering Process
lame of work	Roads for C Room) Malo	and Maintenance of V-5 & V-6 One Year at 4960 Small Flats (Two ya-I, Chandigarh.
to depost	Rs.1,61,66,1	94
stimated cost Period of completion	13 Months	
Name of the Employer	}	Housing Board
Adress of the Employer	8 Jan Marg	, Sector 9 D Chandigarh
	E-Tenderin	ng
Mode	https://ete	nders.chd.nic.in/nicgep/app
Website	\$ P	
Integrity Pact duly filled, signed & stamped	Pact dul presence documen	er must upload the copy of Integrity y filled, signed & stamped in the of witness along with other bid its on the web site.
		tone Dates / / 2023 at 1000 Hrs.
Downloading of e-	Start date:	/ / 2023 upto 1700 Hrs.
tender document	End date:	/ / 2023 at 1000 Hrs.
Clarification regarding	Start date:	/ /2023 upto 1700 Hrs
plans specifications schedule of quantities	End date:	
& set of terms	Start date:	/ / 2023 at 1000 Hrs
Date of submission of		/ / 2023 upto 1700 Hrs
e-tender	End date:	/ / 2023 upto 1130 Hrs
Opening of technical bid (Online) Opening of price bid (Online) Bid validity period Earnest Money	Seventy fi Technical	ve (75) Days from the last day of receipt Bid O required for placing the e-bid shall 00/- to be submitted on line through
Deposit	Bidder ca online.	portal i.e. https://etenders.chd.nic.in. an submit their bid only after depositing Effective may be deposited by bank-to-bacturing SBI MOPS or RTGS/NEFT trans









through https://etenders.chd.nic.in 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. Performance Security The contractor, whose bid is accepted, will be required to furnish 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
Bonds, Account Payer Bonds and of the Commercial 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 'Foundation including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited.





LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS

	Fee	
+	i)	EMD
+	Post Qu	ualification /Technical
+	i.	Check List Integrity Pact Annexure-IV duly filled signed & stamped in the presence of
	ii.	Integrity Pact Annexure-IV day a witness. Form 'A' Letter of Transmittal as per attached proforma in Section-II.
	iii.	Form 'A' Letter of Transmittan or p
	iv.	Valid Enlistment certificate. Form 'B' Similar works during the last seven years Form 'B' Similar works during the last seven in Form 'B'.
	V.	101 Porformance Report of Works given
	vi.	TDS Certificate of works given in Form 'B'.
	vii.	tox returns
	viii.	Income tax returns Balance sheets duly audited/verified by the Chartered Accountant & Balance sheets duly audited/verified by the Chartered Accountant & March
	ix.	Profit/Loss statement duly signed by the CA.
	x .	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
	xi.	
-	xii	
-	xiii	s - victration with EPFO, 2010 dist
	xiv	Certificate of registration was Any other document as specified in the bid document.
	X	
	3. Fi	nance i. Financial Bid

NOTE: -

Hard copies of the documents listed above except Financial Bid shall be submitted by the lowest bidder to the Executive Engineer-IV, (CHB).







'CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'

	_		Remarks
No. 1.		ether the Earnest Money as per the Tender ce has been deposited by bank-to-bank	Yes / No
	tran	sfer?	Yes / No
2.	sta	mped in the presence of a	
3.	Wh	nether valid Enlistment certificate issued by any either valid Enlistment certificate issued by any either the page been uploaded?	
4.	of du m	nether definite proof from appropriate authority having satisfactorily completed similar works aring the last seven years ending last day of the onth previous to the one in which tender is writed has been uploaded?	5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6
5.	V	/hether the Form 'A' Letter of Transmittal as per had proforma in Section-II has been uploaded?	
6.	V	Whether the Form 'B' – Details of similar work ompleted during last 7 years has been	en
7	1000	Nhether the Form 'C' - Performance Report works referred to in Form-B has been uploaded?	
8		Whether the Affidavit as per Annexure-I has been uploaded? Whether the Power of Attorney as per Annexure	e-II Yes / No
9	9.	Whether the Power of Attorney as per run has been uploaded?	ied Yes / No
	10.	Whether the balance sheets duly audited/verif by the CA and profit/loss statement during the three years ending 31st March of the previous year duly signed by the CA. has been uploaded to the previous tender.	ous d?
	11.	Whether any additional condition in tender	ilde , s
	12.	Whether the Scanned copies of self attendocuments related to E.M.D. & other eligit document has been uploaded along with the B	bility id?
	13.	the statements, docum	for







	A CHANDIGARH ADMINISTRATION UNDERTAKING	No.	Ves/No
14.	Tan II Uha Cany	of Certificate of Registration ertaking as per Notice Inviting bloaded?	Yes/ No
	Telider has been up	of PAN has been uploaded?	Yes / No
15	. Whether the copy of	of registration with EPFO	Yes / No
16	. Whether the Certifi and ESIC has been	icate of registration with EPFO uploaded?	

DECLARATION

- 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.
- 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









CHANDIGARH HOUSING BOARD NOTICE INVITING TENDER.

1. Executive Engineer-IV on behalf of the Chairman, Chandigarh Housing Board invites sealed Percentage Rate Tenders through e-Procurement process from the enlisted Agencies/ Firms/ Contractors/ Tenderer having valid enlistment certificate issued by any one of the specified departments i.e. UT Engineering Department/ Municipal Corporation Chandigarh/CPWD/MES/Punjab PWD/Haryana PWD/ Himachal PWD/other State Govt. Departments, Boards / Corporations and PSUs as detail below:-

detail below:- Name of work and location.	Estimated cost 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
Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I, Chandigarh	Rs.161.66 Lakh	Rs. 3,24,000/-	13 Months	2023	please re

*Website for detail of Milestones dates of Electronic Tendering please refer http://etenders.chd.nic.in/nicgep

- Applicants who fulfill the following requirements shall only be eligible to apply.
 - a. Should have valid Enlistment certificate issued by any one of the above specified departments on the last date of submission of the Bids.
 - b. Should have satisfactorily completed during the last seven years ending last day of the month previous to the one in which tender is invited.
 - 1.2. Three similar works each costing not less than Rs.64.67 Lakh or two similar works each of costing not less than Rs.97.00 Lakh or one similar work of costing not less than Rs.129.37 Lakh.

Similar work shall mean "construction of roads or widening, strengthening or re-carpeting or maintenance of existing roads"

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.

- a. At the time of submission of bid, contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant & Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA.
- Firm(s)/Contractors against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for post-qualification.

To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as per Annexure-I.

 GST registration Certificate, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CHB, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CHB or GST department in this regard".

Note: All the documents shall be duly attested & counter signed by the Bidders.

Agreement shall be drawn with the successful Tenderer on the prescribed Format of CPWD Form 7/8, which is available for sale in the market. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement. However the definitions contained therein with regard to CPWD Department and other designated authorities may be read as under:-

As per General Conditions of Contract for Central P.W.D Works	To be read as	
CPWD	СНВ	
President of India	Chairman, CHB	
Govt. of India	Chandigarh Housing Board	
Director General	Chairman, CHB	
Additional Director General	Chief Executive Officer, CHE	



Department

Chandigarh Housing Board

In this document the following words and expressions have the 2. meaning hereby assigned to them:

EMPLOYER means the Chairman, Chandigarh Housing Board, acting through the Executive Engineer.

BIDDER/TENDERER/FIRM/

individual. AGENCY/CONTRACTOR/APPLICANT the means proprietary firm, firm in partnership, limited company private or public or corporation or Joint Venture Company.

"Year" means "Financial Year" unless stated otherwise.

CHB/ Board means "Chandigarh Housing Board"

- The time allowed for carrying out the work will be 13 Months from the date of start as defined in Schedule 'F' of Financial Bid in Part-3. III of this document or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document.
- The Site for the work is available. 4. (i)

The architectural and structural drawings & other necessary documents, can be seen in the office of the Executive Engineer-IV during submission of the Bid period on everyday except on Saturdays, Sundays and Public Holidays.

- Earnest money amount will have to be deposited as mentioned in 5. Detail Regarding Tendering Process in shape as prescribed.
- Downloading and submission of Tender including Financial Bid will 6. be done by e-Procurement process through the Chandigarh Administration web site: http://etenders.chd.nic.in/nicgep.

The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to "Earnest Money Deposit" and 'Eligibility Documents'. However, certified copy of all the scanned and uploaded documents as specified in etender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with Executive Engineer-IV and other documents scanned and uploaded are found in order.

- The bid submitted shall become invalid if: 7.
 - The bidder is found ineligible. a.
 - The bidder does not upload scanned copies of all the b. documents stipulated in the bid document.
 - If any discrepancy is noticed between the documents as C. 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-IV, CHB by the committee.
 - 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.
- 8. 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.

The description of the work is as follows:

Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-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.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor orany of his employees is found any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the bid or engagement in the contractor's service.
- 15. The tenders for the work shall remain open for acceptance for a period of Thirty 75 days from the last date of receipt of technical bid.
 - If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last



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date of submission of bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

- ii. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - iii. In case of forfeiture of earnest money as prescribed in para
 (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
- 16. This 'Bid Document' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.
 - b. General condition of contract for Central PWD works 2020, tender form of CPWD 7/8 as amended from time to time issued up to the last date of receipt of tender or other Standard C.P.W.D. Form as applicable.
 - 18.1. The bidders must associate himself, with agencies as per NIT conditions.
 - 18.2. After acceptance of the tender by the competent authority, the EE in charge shall issue letter of award on behalf of the Chairman, CHB. After the work is awarded, the contractor will have to enter into agreement with EE In charge.
 - 18.3. The work in General shall be carried out as per CPWD Specifications & MORTH and other systems and procedures being followed in CPWD with respect to the provisions contained in DSR and CPWD Manuals etc.
 - 18.4. Running payment for the component shall be made by EE of discipline to the contractor.
 - 18.5. The completion certificate of the work shall be recorded by Engineer-in-Charge after record of completion certificate..
 - 17. The intending bidders are required to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (Phone







No.01722511100-164 e-mail ld: navneetsharmachb@gmail.com). The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

- 18. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the CHB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 19. 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 and inordinate delays in completion of the present work etc. etc. Further, if this contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
- 20. 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
- All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
- 22. 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.
- Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
- 24. 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.
- 25. 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.
- 26. If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
- 27. 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.
- The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.



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- 29. 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.
- 30. 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.
- 31. 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.







PART-II

DOCUMENT RELATED TO ELIGIBILTY CRITERIA AND OTHER RELATED DOCUMENTS





Azadi Ka Amrit Mahotsav

SECTION - II Forms and Annexure

6-

1/4





Form-A

LETTER OF TRANSMITTAL

From:

To

Executive Engineer-IV Chandigarh Housing Board, Chandigarh.

Sub: Submission of Bid for the work Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I, Chandigarh.

Sir/Madam

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

- 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.
- 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 location	of	work/Project	and	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)









FORM'B'

				 -7-	 Υ	T	 	T	T		
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									
THE LAST	Litigation / arbitration cases pending / in progress with details*	8.									
DURING	Actual date of completi on	7									
OMPLETED	Stipulated Actual date of completion completion on	9									
WORKS COF BID.	Date of commen-cement as per contract	5								10 TO THE REAL PROPERTY OF THE	
NATURE OF SUBMISSION	Cost of work in crores of rupees	4									
LE SIMILAR AST DATE OF	Owner or sponsoring organisation	3									
DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID.	Name of work / project and location	2								AND THE RESIDENCE OF THE PARTY	
DET	ω <u>8</u> .	~	_	-							

*Indicate gross amount claimed and amount awarded by the Arbitrator.

For details attached separate sheet.

SIGNATURE OF BIDDER(S)







FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

1.	Nam	ne of work/Project & Location	
2.	Agre	eement No.	
3.	Esti	mated Cost	
4.	Ten	dered Cost	
	i. /	Allotted Amount	
	ii. <i>i</i>	Actual completed cost	
5.	Dat	e of Start	
6.	Dat	e of completion	
(i)	Stip	oulated date of completion	
(ii)	Act	ual date of completion.	
7.	con	Whether case of levy of npensation for delayed has en decided or not.	
		if decided, amount of npensation levied for delayed npletion if any.	
8.	Pei	formance Report	
	1)	Quality of Work	Outstanding/Very Good/ Good / Poor
	2)	Financial soundness	Outstanding/Very Good/ Good / Poor
	3)	Technical Proficiency	Outstanding/Very Good/ Good / Poor
	4)	Resourcefulness	Outstanding/Very Good/ Good / Poor
	5)	General behavior	Outstanding/Very Good/ Good / Poor

Certified that M/s	has completed the above work as per
details mentioned above.	

Dated:

Executive Engineer or Equivalent



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Nor





ANNEXURE-I

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

(On Judicial Stamp paper duly attested by 1st class Magistrate or Notary Public)

(On Judicial Stamp paper duly attested by 15
I,S/o Shauthorized representative ofsolemnly affirm and declare as under on behalf of
the firm:-
1. I/We in the name and style of 'Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I,
Chandigarh." 2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as submitted with the tender/Bid are 'True' & I/We stands fully responsible as
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department befor the date of start of a violation comes to the notice of the department befor the date of start of work then the CHB shall be free to forfit the entire amount of Earnest Money Deposit/Performance Guarantee deposted.
Place: Authorized Signatory of firm/Deponent
VERIFICATION:
I the above named signatory/deponent do hereby solemnly affirm & declare that the contents of this affidavit are true to the best of my knowledge & nothing
has been concealed therein. Authorized Signatory of
Place: firm/Deponent Dated:

EE-IV





ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

Dated:
To whomsoever it may Concern
Know all men by these presents, we (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr (Name of the Person(s)), domiciled at (Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our request for 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.
 (Signature) (Name, Title and Address) Accept (Attested signature of Mr





ANNEXURE-III

On non-judicial stamp paper of minimum Rs.100/-(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

	contracts)
	Form of Bank Guarantee for Earnest Money Deposit /Performance
	Guarantee/Security Deposit/Mobilization Advance
320	
٦.	Whereas the Executive Engineer (Name of division), or Chairman, CHB (hereinafter called "The Government") has invited bids under dated for
	Chairman, CHB (Hereinalter called The dated for
	Chairman, CHB (hereinafter called The Government) has a start of the Government of
	agreed to accept irrevocable Bank Guarantee to the as Farnest Money Deposit
	agreed to accept irrevocable Bank Guarantee for Rs as Earnest Money Deposit and address of contractor)
	from only) valid up to (date) do do from (name and address of contractor) from
	(harringfor called "the Confidence") to compliants
	accordance with the terms and conditions of the said Wit.
	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
	Whereas the Executive Engineer (name of division) CHB,
	Government") has entered into an agreement bearing number with
	(name and address of the contractor) (name of work) Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable only) valid up to
	The Government has further agreed to accept an irrevocable
	Bank Guarantee for Rs/- (Rupees only) valid up to
	Bank Guarantee for Rs/- (Rupees
	Advance from the said Contractor for compliance of his obligations in
2	. We, (indicate the name of the bank) (very ment an referred to as "the Bank"), hereby undertake to pay to the Government an only) on
	amount not exceeding Rs/- (Rupees only) on
	amount not exceeding Rs
	demand by the Government within 10 days of the demand. We, (indicate the name of the Bank) do here by
3	. We, (indicate the name of the bank) without any
	we, (indicate the harrie of the Burny undertake to pay the amount due and payable under this guarantee without any undertake to pay the amount the Government stating that the amount
	liability under this guarantee shall be restricted to an amount not shall be
	(/D
	/indicate the name of the palls
	The standard and money so demanded notwithstanding any
	- I - II be a valid discharge of this lightly to paymon.
	the Government shall have the fullest more under to vary any of the terms and

affecting in any manner our obligation here under to vary any of the terms and





6. 7. 8.	Contractor from time to time or to of the powers exercisable by the forbear or enforce any of the term and we shall not be relieved from extension being granted to the omission on the part of the Government and the said contractor or by any surfaw relating to sureties would, but We, (indicate the that the Government at its option against the Bank as a principal against the contractor and notw Government may have in relation This guarantee will not be discharged and the Contractor. We, (indicate the Contractor and notw Government may have in relation this guarantee will not be discharged to the Contractor. We, (indicate the Contractor. Indicate the Contractor. We, (indicate the Contractor. Indicate the Contractor. Indicate the Contractor.	for to extend time of performance by the said postpone for any time or from time to time any Government against the said contractor and to as and conditions rerating to the said agreement in our liability by reason of any such variation or said contractor or for any forbearance, act of rement or any indulgence by the Government to che matter or thing whatsoever which under the for this provision, have effect of so relieving us. name of the Bank) further agree on shall be entitled to enforce this Guarantee debtor at the first instance without proceeding ithstanding any security or other guarantee the to the Contractor's liabilities. Interest the name of the Bank) guarantee except with the consent of the guarantee except with the consent of the laid up to, unless extended on demand anding anything mentioned above. Our liability ted to Rs /- (Rupees ing is lodged with us within the date of expiry or guarantee, all our liabilities under this guarantee
D	ate	
٧	Vitnesses:	g.
	1. Signature	Authorized
	signatory Name and address	Name
	Name and address	Designation
		Staff code no.
		Bank seal
	Signature	e.
	Name and address	

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

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

1/2



ANNEXURE-IV

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 por more than the threshold value given in Sc	ut to hedu	the ter ile-F)	ider equal to
of more than the	20		20

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

BETWEEN

Chairman, Chandigarh Housing Board represented by the Engineer-in-Charge (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

(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

WHEREAS the Principal has floated the tender (NIT No.) (hereinafter referred to as Tender) and intends to award, under laid down organizational procedure, contract for (Name of work) "Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I, Chandigarh." hereinafter referred to as the "Contract"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:

Articles

Article 1: Commitment of the Principal



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- (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)

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 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 non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use



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improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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:

 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



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process Tender Bidder(s)/Contractor(s) the from 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.

- Forfeiture of Earnest Money Deposit Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to 2. 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.
- 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 3. 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 1. 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 2. 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 3. 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 2. 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 3. 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

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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.
- 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.
- 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 arbitration.
- 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 credible 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.



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- 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 unconditional access to their project documentation. The same is applicable to subcontractors.
- 4. 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 Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer in Charge and recuse himself / herself from that case.
- 5. 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 discontinuo 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 domand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. 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.
- 7.— 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.
- 8. 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.
- 9. The word IEM or monitor would include both singular and plural.

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.





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

the place and date first above me (For and on behalf of Principal)	entioned in the presence of follows:
(For and on behalf of Bidder/Cor	tractor)
WITNESSES: 1(Signature, name and address)	SWANT N
2(Signature, name and address)	
Place:	
Dated : Note: To be signed by the Bidde	er and the Engineer-in-Charge

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FORMAT OF INDEMNITY BOND.

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

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

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

Withest us to.
Whereas the indemnified herein has awarded to the Indemnifier therein a contract for the "Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I, Chandigarh."on terms and conditions set out interalia in contract/AwardNo
Rs only) And whereas the above mentioned contract provides for '
as per terms & conditions of the contract.
The indemnifier hereby irrevocably agrees to indemnify the indemnified that he shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work in respect of his contractual obligations emanated from the contract already referred to the extent of Rs
This indemnity shall be in force up to the date of the item from our end.
Name
Designation
WITNESS:
1.
••
2.

Sr.





PART-III

FINANCIAL BID

Special Conditions and other related documents for submission of Financial Bid







INSTRUCTIONS FOR CONTRACTORS

- Tender to be witnessed at page No. 38-39 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.
- 4. The contractor(s) shall quote the rates keeping in mind, 'General Conditions of Contract of CPWD Works' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.
- It may be noted that in the present Contract Clause 10 cc is -- applicable





PART- A

CPWD FORM- 7 including Schedule A to F

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



CTATE

Re-carpeting and Maintenance of V-5 & V-6 Roads for One Year at 4960 Small Flats (Two Room) Maloya-I, Chandigarh



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

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CHANDIGARH HOUSING BOARD

LLT Chandigarh

CIRCLE

BRAN ZONE	CH Civil Chandigarh	DIVISION SUB DIVISION	IV, CHB VIII
	PERCENTAGE/ ITEM RATE		
Α	Tender for the work Re-carp One Year at 4960 Small Fla	eting and Maintenance ts (Two Room) Maloya-	of V-5 & V-6 Roads for I, Chandigarh.
i.	To be opened in presence of on 2023 in the office Board, Chandigarh.	of tenderers who may be e of Executive Engineer	present at Hours -IV, Chandigarh Housing
Down	nloaded by		(contractor)

COMPOSITE 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.3,24,000/- 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.

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.

	Signature of the contractor
Dated	Postal Address
Witness:	
Address:	
Occupation:	

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ACCEPTANCE

The above t	ender (as	modified I	by you as	provided in	the letters	mentioned
hereunder) is	accepted	by me for	and on b	ehalf of the	Chairman,	Chandigarh
Housing E	Board,	for a	sum c	of Rs		(Rs.
)		
The letters re	ferred to be	elow shall fo	rm part of t	his contract A	greement	
a)						
b)						
c)						
				on behalf of t ligarh Housin ligarh.		l,
			Signat	ure		
Dated			Design	nation		





PROFORMA OF SCHEDULES

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

V-F-					
	EDULE "A"				
Road	l work : Re-carpeting and Is for One Year at 4960 Sma ndigarh.	d Maint all Flats	tena s (Tw	nce of V-5 & V-6 o Room) Maloya-I,	
SCHI	EDULE "D"				
Extr if an	a schedule for specific requir y:-	rements	/doc	uments for the work	(To be filled as per requirement)
SCH	EDULE "E"		17-40		
	rence to General Conditiondments upto date.	ns of	cont	ract of 2020 with	-
i)		Roads	for (ig and Maintenance One Year at 4960 Sr oya-I, Chandigarh.	
ii)	Estimated cost of Work		Rs1	,61,66,194/-	
iii)	Earnest Money		Rs.	3,24,000/-	
iv)	Performance Guarantee		3%	of the tendered value	•
v)	Security Deposit		2.5° Or	% of tendered value	
			2.5°	% of tender value plo tracts involving mair d after construction o	ntenance of the
SCF	HEDULE "F"				
	erence to General Condition	ons of	GC	C 2020	
GEN	NERAL RULES AND DIREC	TIONS			
Off	ficers inviting tender : -			Executive Engineer- Chandigarh Housing Chandigarh.	
of w	timum percentage for quantity ork to be executed beyond we to be determined in accorduse 12.2, 12.3 & 12.5	vhich rat	tes	Refer Clause-12.	
Defi	nitions				
E					





	A CHANDIGARH ADMINISTRATION UNDERTAKING	
	2(v) Engineer-in charge	Executive Engineer-IV, Chandigarh Housing Board, Chandigarh.
	2(viii) Acçepting Authority	Chandigarh Housing Board, Chandigarh.
1	2(x) Percentage on cost of mate and labour to cover all overh and profit	eads T&P+OH
	2(xi) Standard Schedule of Rates	Delhi Schedule of Rates (DSR) 2021 with correction slips issued up to the last day of the last date of submission of bid.
	2(xii) Department	Chandigarh Housing Board, Chandigarh
	2(xiii) Specifications	Latest CPWD/ MORT&H Specifications and as specified in Tender Document.
	9(ii) Standard CPWD contract I GCC 2020, CPWD Form 7/ 8 as mod & corrected upto	
1	Clause 1	
	i) Time allowed for submission Performance Guarantee, programme (Time and progress) and applicable I licenses, registration with EPFO, ESI BOCW welfare board or proof of apthere offrom the date of issue of left acceptance	chart abour C and plying tter of
	ii) Maximum allowable extended the period provided in 'i.' Maximum allowable extension with la @ 0.1% per day of Performance Guaramount beyond the period provided above	te fee amount rantee
	Clause 2	
	Authority for fixing compensation clause-2	under Superintending Engineer
	Clause 5	
	Number of days from the date of iss letter of acceptance for reckoning daystart Mile stone(s) as per table ginen	ate of
	Authority to decide:	
	1	





(i) Éxt	ension of time	Superintending E	Engineer
	scheduling of mile stones	Superintending B	
a Salaran a sanaran	fting of date of start in case of delay in	Superintending 8	
	nding over of site		
	RMA OF SCHEDULES Clause 5 e of handing over of site		Managaria
Part	Portion of site	Description	Time Period fo handing over reckoned from date of issue o letter of intent.
Part-A	Portion without any hindrance		
Part-B	Portions with encumbrances		
Part-C	Portions dependent on work of other agencies		
Clause 7	7		
payment/ collected	vork to be done together with net adjustment of advances for materials if any, since the last such payment for gible to interim payment.	Rs.25,00,000/- payment per mo	
Clause 7	7A		
Whether (Clause 7A shall be applicable Clause 7A	Yes	
Clause 8	BA		AND THE CONTRACT OF THE CONTRA
	to decide compensation on account, ctor fails to submitt completion plans.	Executive Engin	eer
Clause 1	10 A		
	sting equipments to be provided by the or at site lab.		nual and CPWD/ MORT&H correction slips upto date.
Clause 1	10 B		
Whether	Clause 10 B (ii) shall be Applicable	Not Applicable	
Clause 1	10 C	Not Applicable	
Clause 1	10 CC	Applicable	
Relevant	t component of material/labour for calation	Percentage of to	tal value of work
i) l	abour component (Lp)	5%	dentition of the second se
ii) F	POL (diesel) component (Fp)	5%	
iii) (Cement component (Cp)	0.20%	
iv) E	Bitumen Component (Bp)	55%	
	Civil component of other construction naterial (CMp)	34.80%	
1	Total	100%	
Clause 1	11		
Specifica	ation to be followed for execution of	CPWD works MORT&H specif	manual and CPWD/ ications









work.	with correc	tion slips	upto (date.
Clause 12				
Authority to decide deviation upto 1.5 times of tendered amount.	Tender Ap	proving	autho	rity.
12.2 & 12.3			20411111111	
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for Building work.	100%			144
12.5	Main work	ne iii 1920mii	ainter ork	ance
i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work	100%	N.	o limit	
ii) Deviation limit for items in earth work sub head of DSR or related items	100%	N	o limit	
Clause 16		and a representation of the second		
Competent authority for deciding reduced rates.	Supereinte	ending En	ginee	r, CHB
Clause 18	naminahin makai asimmedas marane erasa			
List of mandatory machinery, Tools & Plants to be deployed by the contractor at site	(i) Water sprayer Roller (i Bitumen Plant (vi instrument	(iii) Smo v)Tipper Paver (v ii)Safety	oth w Truc ii) H	k (v)
			CONTRACTOR OF STREET	
Note: The above listed T&P can be modified direction of Engineer-in-Charge.	ed as per s	site requi	reme	nt and
	ed as per s	site requi	reme	nt and
direction of Engineer-in-Charge. Clause 19	Rs.500/- default.	penality	for	nt and
direction of Engineer-in-Charge. Clause 19 Clause 19 C	Rs.500/-		ma Akumbuna	
direction of Engineer-in-Charge. Clause 19 Clause 19 C Clause 19 D	Rs.500/- default. Rs.500/-	penality	for	each
direction of Engineer-in-Charge. Clause 19 Clause 19 C Clause 19 D Clause 19 G	Rs.500/- default. Rs.500/- default. Rs.500/-	penality	for for	each each
direction of Engineer-in-Charge. Clause 19 Clause 19 C Clause 19 D Clause 19 G Clause 19 K	Rs.500/- default. Rs.500/- default. Rs.500/- default. Rs.500/-	penality penality penality	for for	each each
direction of Engineer-in-Charge.	Rs.500/- default. Rs.500/- default. Rs.500/- default. Rs.500/-	penality penality penality penality	for for for	each each





Requirement of technical representative(s) and recovery rates.

Requirement Technical Staff	of	Minimum Experience (Years)	Designation	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36
(i) Graduate Engineer (Civil) or	1+1	2 (and having experience of one similar nature of work)	Project Manager cum planning/	
Diploma Engineer(Civ il)	T	5 (and having experience of one similar nature of work)	quality/Site / billing Engineer	Rs. 15,000/- per month per person

Note

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

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

Claus	se 38		
i.		Schedule/statement for determining the basis of Delhi Schedule of Rates	theoretical quantities of cement on 2021 printed by CPWD.
ii.	Vari	ation permissible on theoretical qua	ntities
	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 for 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





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

SR. NO.	ITEMS		MAKE
1.	(i) Ordinary Pozzolona Grade)	Portland/ Portland Cement (Grey) (43	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.







ABSTRACT OF COST

Name of Work: -

RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH

Sub Head		Description of Item	Sub Head Total
	: A (Item No. 2 & 3)	Main Work (Re-carpeting)	14919775-00
Sub Head	: B (Item No. 1 & 4 to	Mtc. Work for One Year	1246419-00
12)			16166194-00
Total			8





SCHEDULE OF QUANTITIES FOR WORK: RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH

R. NO	SR. NO. DESCRIPTION OF ITEM	QUANTITY	Unit	Rate	Amount (Rs.)
-	Cutting road and making good the same including supply of extra quantities of materials i.e. aggregate, moorum screening, red bajri				
	Bituminous portion	1.47Cum	cnm	4398.53	6,466.00
	Water bound macadam	17.64 Cum	cnm	2742.15	48,372.00
2	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per proceedings.				
	On W.B.M. @ 0.75 kg / sqm	47870.18Sqm	Sqm	47.82	22,89,152.00
m	Providing and laying semi- dense Bituminous concrete using crushed stone aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site by tippers, laying with paver finisher equiped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction and density as per specification, complete and as per directions of Engineer-in-Charge.				

NA THE





	25 mm compacted thickness with hitumen of grade VG- 30 @5% 47872.28 Sqm	7872.28 Sqm	Sqm	263.85	1,26,30,623.00
	(percentage by weight of total mix) and lime filler @ 2%(percentage by weight of Aggregate) prepared in Batch Type				
4	Hot Mix Plant of 100-120 1PH capacity. Fine dressing of ground/road bream	18246.02 Sqm.	mps	4.55	83,019.00
5	Providing and laying at or near ground level factory made kerb	1.21 Cum	mno	8696.00	10,522.00
	channel of M-20 grade cement in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement: 3	*			
	coarse sand) including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than	-		-10	
	5mm) including making drainage opening wherever required				
	complete etc. as per direction of Engineer-in-charge (Frecast C.C. kerb channel shall be approved by Engineer-in-charge).				
9	Providing and laying at or near ground level factory made kerb	2.91Cum.	cnm	8632.00	25,119.00
	stone of M-20 grade cement in position to the required line, level				
	and curvature jointed with cement mortar 1:3 (1 cement: 3 coarse				
	sand) including making joints with or without grooves (thickness of				
	joints except at snarp curve snall flot to filole trial of filol filology and property and prope				
	direction of Engineer-in-charge (length of finished kerb edging				
	shall be measured for payment). (Precast C.C. kerb stone shall be				
	approved by Engineer-in-charge).			<u> 20</u>	

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2	Providing, laying and rolling of built-up-spray grout layer (BUSG) as per Clause 506 of MORTH specification wherever required to be compacted in a layer not exceeding 75 mm in thickness for rebuilding of damaged road including cost of material and labour etc. complete in all respect to the entire satisfaction of Engineer- in-charge.	119.68 Cum	Cum	515.00	61,635.00
ω	Cleaning of Kerbs & Channels including removal of grass and silts etc.	5374.01Rmt	metre	15.20	81,685.00
တ	Refixing of existing kerb channels including cement pointing 1:3 complete in all respect	53.74Rmt	metre	22.30	1,198.00
10	Refixing of existing kerbs stone including cement pointing 1:3 complete in all respect.	96.90Rmt	metre	27.00	2,616.00
11	Cleaning grass and removal of the rubbish up to a distance of 50 65209.34 Sqm m outside the periphery of the area cleared.	35209.34 Sqm	mbs	7.82	5,09,937.00
12	By Mechanical Transport including loading,unloading and stacking Carriage of malba up to 5 Km. (Lime, moorum, building rubbish).	1819.19Cum	uno	228.59	4,15,850.00
	Total				1,61,66,194.00

Executive Engineer-IV Chandigarh Housing Board, Chandigarh





Milestone Programmer

(In Physical Terms)

S. No.	Description of Milestone (Physical)	Time allowed (from date of start)	Amount to be with-held in case on non achievement of respective milestone.
1.	RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH	13 months	5% of the contract.
	As per the directions of the Engineer –in- charge		





Part B

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

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EE-IV



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/MORT&H 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 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.
- 1.5 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.6 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.







- 1.7 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.
- 1.12 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items. Specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.13 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.
- 1.14 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.

- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/ shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract

- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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.
- 1.23 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 plant, non availability certificate will be obtained by the contractor before resorting to purchase of material from open market.
- 1.24 The rates for all items of work shall unless clearly specified, include the cost of labour, materials and other inputs involved in the execution of the items.
- 1.25 As per provision of contract labour (Regulation & abolition (Act) 1970, the agency shall obtain license for employing labour on the work before commencement of work and shall also display a copy of the same at the premises where the contract work is being carried out.
- 1.26 As per instructions of the Excise and Taxation Officer, UT, Chandigarh contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of Punjab General Sales Tax Act 1948 as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.27 The contractor shall responsible for the implementation of all the provisions under Rule 4 of Chandigarh Municipal Corporation (Sanitation and Public Health) Bye Laws, 1999 and bear all the fines, penalties and prosecutions in case of failures. CHB reserves the right to recover any damages/penalties imposed from the payments due to the contractor.
- 1.28 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".

1.29 In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

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

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

- 1.30 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.
- 1.31 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.

- 1.32 The quantities of various items and the number of houses can be increased or decreased at any stage unless and otherwise specified. No claim on account of such changes will be entertained. However the payment to the contractor under running/final bills shall be governed by actual quantities of the various items executed at site at the rate prescribed in the DNIT plus or minus quoted percentage by the agency.
- 1.33 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.
- 1.34 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.
- Supply of Water and Electric Power: Unless otherwise provided 1.35 elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost for obtaining supply of water and/or electrical power, necessary for the execution of the works and during defect liability period. If the agency arranges temporary water connection from MC, Chandigarh for construction purpose, the recovery of water charges shall be made as per Chandigarh Gazette notification issued on 28 September 2006. If the contractual agency arranges water through water tanker from MC, Chandigarh in case of non-availability of water supply lines at the site by the MC, then he will produce bill/payment receipt of water charges and recovery of such balance of 1.50 % after deducting receipt of MCC will be effected from the agencyprovided 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



Vas





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

- 1.36 The agency shall deposit EPF Contributions directly to RPFC on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provisions of 'EPF & Miscellaneous Provisions Act, 1952'. The agency shall obtain inspection report for compliance from inspector RPFC office for the period of the contract for this work and shall submit to CHB as a proof of EPF contribution after which the security shall be released.
 - 1.42.1 The contractual agency shall submit the copies of the monthly challans duly paid in respect of EPF contribution of labour deployed at site by 10th of succeeding month, otherwise no running payment will be released.
 - 1.42.2 For non compliance of conditions 1.41 to 1.42.1above, a penalty shall be levied @ Rs.1000/- for each default per day for each component (i.e. Civil)
- 1.37 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.
- 1.38 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.
- 1.39 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.



Of





- The items for which more than one Make/Brand has been specified in the list of 'Approved Makes' in the document and if during execution of the work, for some reason or the other, it is found that only one make remains available in the market, the Chief Engineer, CHB shall be competent to approve other makes of equivalent quality for such The items of work. His decision in this regard shall be final & binding on the part of the contractor.
- The rates should be inclusive of cost of material, machinery, fuel, 1.41 lubricant & labour complete and shall be firm and nothing extra shall be payable over and above.
- Nothing extra shall be paid for any local carriage and re-handling of 1.42 material irrespective of lead and lift.
- All T&P required for the labour will have to be arranged by the 1.43 agency.
- Before start of the work, the exact position of roads indicating 1.44 the repairs, pot holes etc. be recorded and got signed by the agency.
- The contractor must posses his own computerized hot Mix 1.45 Plant, Mechanical Blower, Mechanical Vibratory Roller and construction equipment for proper & timely execution of works at Chandigarh or within a distance of 25 KM radius from the site of work, nothing shall be paid for this extra.
- The contractor will start the laying of all items in using Bitumen work 1.46 only after achieving the required temperature of mix and same duly checked from Engineer-in-Charge/site In Engineer authorized by Engineer-in-Charge.
- If due to over heating or under heating of bitumen for mixing of 1.47 aggregates proper mixing is not obtained then such works shall be rejected and shall have to be removed and re-laid. No extra payment on this will be allowed.
- The contractor shall propose different size and percentage of course 1.48 and fine aggregate along with bitumen which shall be termed as job mix formula from an approved laboratory at his own cost for various items of DNIT wherever required conforming to provisions of MORT&H specifications and same shall be got approved from Engineer-In-charge. The sufficient quantities of material shall be collected before the start of work and shall inform the source and location of all materials.
- The bitumen shall be arranged by the contractor himself from Govt. 1.49 approved source and stock of the same shall be got checked with proof thereof than its purpose from the Engineer-In-charge before use







- The temporary warning lamps shall be installed at the barricades during the hours of darkness and kept lit all times during these
- For bases and surface courses (Bituminous), the material, mix 1.51 design and construction operation shall confirm to section -500 of MORT & H specifications (Latest edition).
- The percentage of bitumen for Bituminous Surface Courses, as 1.52 mentioned in the description of items is only for the reference of contractor to quote their rates. However, the actual percentage of bitumen shall be as per approved job mixed formula. The variance in actual percentage of bitumen used shall be assessed and payment adjusted up and down accordingly. The permissible variation from the job mix formula shall be as per table 500.13 of MORT & H specifications. If the variance of various ingredients is more than permissible, the work is liable to be rejected. In case the actual consumption of bitumen (based on extraction test) is less than the approved Job mix formula but with in the permissible limits, then the recovery shall be made on account of less quantity of bitumen used. However, if the actual consumption of bitumen (based on extraction test) is more than the approved job mix formula but with in the permissible limits, then nothing extra shall be paid on account of excess quantity of bitumen used than Job mix formula.
- Surface of tack coat shall be swept clean and free from dust and any 1.53 extraneous material with higher pressure jet or by other means as directed by the Engineer-In-Charge.
- The test certificate from Factory/Test Lab will be supplied by the 1.54 agency along with each consignment of material for work. The department has every right to collect the sample from the site of manufacturing and same can be got tested from the reputed/Govt. Test Laboratories at any time.
- The traffic shall have to be regulated during day as well as night 1.55 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. Engineer-In-charge will assist the contractor for diverting the traffic with the help of local authorities.
- No payment will be made to the contractor for damage caused by 1.56 flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
- The work during its progress and subsequently at any stage can 1.57 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.

- 1.58 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.
- 1.59 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.60 No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
- 1.61 The provision of labour shall have to be made available on requisition in time as per exigencies of work. Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The executing agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case on,requisition, labour is not provided within a period of six working days, an amount of Rs.500/-per day per labour will be deducted from the amount payable to the executing agency.
- 1.62 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.
- 1.63 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.
- 1.64 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.



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Further, the ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

- All lifts & all heights, floors including terrace, leads and depths.
- iii. All labour, material, tools and plants and other inputs involved in the execution of the item.
- iv. Any of the conditions and specifications mentioned in the tender documents.
- v. Pumping /bailing out surface water/ rain water, if necessary for any reason.
- Any legal or financial implications resulting out of disposal of earth, if any.
- vii. Performance test of the entire installation(s) before the work is finally accepted.
- viii. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- ix. All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 TESTING OF MATERIAL:

3.1 Testing of Materials: When required by the Engineer-in-Charge, the contractor shall supply, for the purpose of testing, samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be provided free of charge by the contractor. All testing charges shall be borne by the contractor. 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 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD/MORT&H specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
- 3.3 The contractor should have a field laboratory at the site of work/plant site including all necessary equipments and skilled manpower for carrying out Field tests for proper quality control as per clause 900 of MORT&H specification (Latest edition) and have a competent & independent quality control consultant.



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- For performing the above tests, the Laboratory/ Field testing equipment referred in the CPWD works Manual is to be arranged and maintained by the contractor at the site of work. In case the equipment required for any test is not available at site, the department shall get the test conducted from the third party. However in that event, besides providing free materials of sample, the cost of taking of sample, packing, transportation, testing charges etc. shall be borne by the contractor irrespective of the results.
- 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 substandard /defective work immediately.

SECRECY 4.0

- The contractor shall take all steps necessary that all persons 4.1 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.
- The contract is confidential and must be strictly confirmed to the 4.2 contractor's own use (except so far as confidential disclosure to subcontractors or suppliers as necessary) and to the purpose of the contract.
- All documents, copies thereof & extracts there from furnished to the 4.3 contractor shall be returned to the Engineer-in-Charge on the completion of the work/works or the earlier determination of the contract.

PROGRAM CHART: -5.0

- The Contractor shall prepare an integrated program chart in MS 5.1 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.
- The work has to be completed in stages as indicated in the 5.2 Milestones under Schedule 'F' and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.
- The program chart should include the following: 5.3
 - Descriptive note explaining sequence of various activities.







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







specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

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

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

7.0 MEASUREMENT

- As per CPWD Specifications.
- 8.0 TOLERANCES As per CPWD/MORT&H specifications.
- 9.0 RATES:-
 - (i) The rate includes the cost of materials, fuel, lubricant, labour and T&P, including mixing, placing, transportation involved in all the operations nothing extra shall be payable over and above.

10.0 DEFECT / WATCH & WARD LIABILITY:

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

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

FOR COMPLIANCE UNDER ENVIRONMENT PROTECTION ACT

1986

11.0









- 11.1 Resident labour shall be provided with proper hygienic and ventilated accommodation.
- 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.
- 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.
- 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.
- 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 incharge is/are causing pollution to the environment. The decision of the EIC shall be final and binding to the contractor.
- 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.
- 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.
- The contractor shall make provisions for the supply of kerosene or cooking gas / pressure cooker to meet with the cooking needs of the during construction phase. Burning of wood shall not be allowed under any circumstances.
- 11.10 The Environmental committee of the CHB or the members of the monitoring officials of the MOEF can inspect the labour camps as







well as the construction site at any time. The contractor is responsible to bear the penalties or fines if any imposed for the violation of the provisions of the Environment Protection Act 1986. The decision of the EIC will be the final and binding over the contractor.

- 11.11 The contractor shall ensure that the constructional activities shall not cause dust pollution. He shall make arrangements for water sprinkling with in the 1 km radii of the project site to subsidize the dust.
- 11.12 A First Aid Room will be provided by the agency during construction.
- 11.13 All labour to be engaged for construction shall be screened for health and adequately treated before engaging them to work at the site.
- 11.14 For disinfection of waste water, the contractor will use ultra violet radiation and not chlorination.
- 11.15 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 for all works of estimated cost put to tender equal or more than the threshold value given in Schedule-F.



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FINANCIAL BID FOR THE WORK 'RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH'

	MAINTENANCE OF VIOLENCE DOOM) MAI OYA-I, CHA	NDIGARH'
	FLATS (TWO ROOM) MALOYA-I, CHA	Amount
Part	Description 'RE-CARPETING AND MAINTENANCE OF V-5 & V-6 ROADS FOR ONE YEAR AT 4960 SMALL FLATS (TWO ROOM) MALOYA-I, CHANDIGARH' (DNIT	
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* Not 1.	For filling up the portion marked (a)* above the percentage in figure and words. Percentage is to digits after decimal. For filling up the portion marked (b)* above, the a	gency is to quote either
3.	above or below For filling up the portion marked (c)* above the amount in figures and words. In case of any ambiguity or difference between the amount worked out at '(c)' about at '(c)' about the amount worked out at '(c)' about	the gunted percentage
4.	In case of any ambiguity or difference between and amount, the amount worked out at '(c)' abo correct and the percentage will be considered acc	ve will be considered as cordingly.
	S	ignature of the Bidder (s)
Re	executive Executive	Engineer-IV
	Chandiga	rh Housing Board,

Superintending Engineer-II Chandigarh Housing Board Chandigarh

Index amounting as per containing 69 pages Rs. 1,61,66,194/- (Rs.One Crore Sixty One Lakh Sixty Six Thousand One Hindred Ninety Four only) is hereby approved.

Chief Engineer

Chandigarh

Chandigarh Housing Board

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