

BID DOCUMENT FOR

ADDITION/ALTERATION IN RENTAL
HOUSE FOR PROPOSED TOILET IN
RENTAL HOUSE NO.2169, SECTOR-27-C,
CHANDIGARH.

Date of release/ publishing of Tender _____



Last Date of Submission of document : 2023
~~2021~~

~~Price Rs.500/-~~
~~{Rs.500/-+18% GST}~~

~~Fax: 0172-4604936-37~~
Website: <http://chandigarh.gov.co.in>

~~Tel: 0172-4001722~~


etenders.chd.nic.in/nicgep

251122

ADDENDUM

THE FOLLOWING CORRECTIONS IN 'BID DOCUMENT' MAY READ AS UNDER:

S. No.	As per Bid Document	Corrections may read as under
1.	EE-VIII	EE-III
2.	/ / 2020	/ / 2023
3.	Document Fee	Deleted/ Text Strike-through
4.	Pre-Bid meeting	Deleted/ Text Strike-through
5.	Last date of Physical submission of bid	Deleted/ Text Strike-through
6.	Press Notice	Tender Notice
7	Submission of Hard copies of complete e-tender except financial bid by the bidders	Submission of Hard copies of complete e-tender except financial bid by the L-1 bidder to EE-III CHB
8	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply =30%	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply =100%
9	Guarantee Bond	Deleted


Executive Engineer-III
Chandigarh Housing Board,
Chandigarh

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PART-I

CHANDIGARH HOUSING BOARD

TENDER NOTICE

(To be issued for Publication in Newspapers)

Notice Inviting e-Tenders

Executive Engineer-VIII on behalf of Chairman, Chandigarh Housing Board invites ~~sealed~~ ^{online} Percentage rate Tenders through e-Procurement process from the Agencies/ Firms Contractors / Tenderers enlisted in the UT Engineering Department/Municipal Corporation Chandigarh/ CPWD / MES / Punjab PWD/ Haryana PWD / Himachal PWD / other State Government Departments, Board/Corporations and public Sector Undertakings for Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.

Estimated Cost :- Rs. 1,28,717/- Earnest Money:- Rs.2600/-, Period of Completion:- ~~07 Months~~, Last date of submission of bid online is / /2023, ~~Last date of physical submission of bid & date of opening bid is~~ / /2023 ²⁰²³

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

Detail Regarding Tendering Process

Name of work	Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.	
Estimated cost (Rs. In Lakh)	Total Cost: Rs.1,28,717/-	
Period of completion	02 Months	
Name of the Employer	Chandigarh Housing Board	
Address of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	https://etenders.chd.nic.in/nicgp/app	
Document Fee (Non-Refundable)	<p>Rs.590/- (Non-refundable/Non-adjustable) Inclusive of GST to be submitted online through e-tendering portal i.e. https://etenders.chd.nic.in. Bidder can submit their bid only after depositing online.</p> <p>The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NBFT transfer through https://etenders.chd.nic.in/portal.</p> <p>The bidder must upload the copy of UTR No./Transaction slip on the web-site. The hard shall be placed in Envelop-A.</p>	
Milestone Dates		
Downloading of e-tender document	Start date:	2023 2024 at 1000 Hrs.
	End date:	2023 2024 upto 1700 Hrs.
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	2023 2024 at 1000 Hrs.
	End date:	2023 2024 upto 1700 Hrs.
Pre-bid meeting to be held on:-		
Date of submission of e-tender	Start date:	2023 2024 at 1000 Hrs.
	End date:	2023 2024 upto 1700 Hrs.
Physical submission of Tender including EMD, Tender Document Fee, Documents required for eligibility & other necessary documents.	Start date:	2023 at 1000 Hrs.
	End date:	2024 upto 1530 Hrs.
Opening of technical bid (Online)	2023 2024 upto 1600 Hrs.	
Opening of price bid (Online)	To be intimated separately to all qualified bidders	

Bid validity period	75 Days
Earnest Money Deposit	<p>The EMD required for placing the e-bid shall be Rs. 2,600/- to be submitted on line through e-tendering portal i.e. https://etenders.chd.nic.in.</p> <p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in, portal.</p> <p>The amount of EMD is refundable and adjustable.</p> <p>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.</p> <p>A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal and the remaining amount in the shape of Bank guarantee issued by a Scheduled Bank having validity 180 days or more from the date of submission of the tender (stipulated/extended).</p>
Performance Security	<p>The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' of 5% (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at call Receipt of any scheduled bank/ Banker's Cheque of any scheduled Bank/ Demand draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs.100000/-) or Govt. security or fixed deposit receipt or Guarantee Bonds of any scheduled bank or State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>

LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS

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

NOTE: - Hard copies of the documents except Financial Bid listed at Sr. No.3 above shall be submitted by the ~~bidders~~ *lowest bidder (L-1)* to *EE-III CHB*

CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'

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

DECLARATION

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

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

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

Date

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

SDE-V

EE-VIII

**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER**

(To be uploaded on website as Press Notice also)

1. Executive Engineer-VIII on behalf of Chairman, Chandigarh Housing Board re-invites sealed Percentage rate Tenders through e-Procurement process from the Agencies/ Firms Contractors / Tenderers enlisted in the UT Engineering Department/Municipal Corporation Chandigarh/ CPWD / MES / Punjab PWD/ Haryana PWD / Himachal PWD / other State Government Departments, Board/Corporations and public Sector Undertakings for Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh for the following work:

Name of work and location.	Estimated cost put to Bid (in Lakh)	Earnest Money	Document Fee	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.
Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.	Rs. 1,28,717/-	Rs. 2600/--	Rs. 590/-	02 Months	... 2024 2023	... 2024 2023

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

Initial criteria for Eligibility for tender.

- 1.2 Applicants who fulfill the following requirements shall only be eligible to apply.
- Should have valid Enlistment certificate issued by any one of the above specified departments.
 - Should have satisfactorily completed during the last seven years ending last day of month previous to the one in which tenders are invited.

Three similar works each costing not less than Rs 0.52 Lakh or two similar works each of costing not less than Rs. 0.77 Lakh or one similar work of costing not less than Rs. 1.03 Lakh

'Similar work shall mean "Civil Work" Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of submission of bid.

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- c) 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.

- d) GST registration Certificate of UT, Chandigarh is to be obtained by the bidder.

If the bidder has not obtained GST registration in the UT, Chandigarh, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate of UT, Chandigarh 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.

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

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

3. The time allowed for carrying out the work will be 02 Months from the date of start as defined in Schedule 'F' of Financial Bid in Part-III of this document or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document. In case of non-handing over of any part of site, the extension in time limit for the proportional delay shall be allowed as per the agreement.
4. The Site for the work is available.

5. i) Bid document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-VIII between 11.00 AM & 3.00 PM from ~~_____ 2021~~ to ~~_____ 2021~~ **2023** everyday except on Saturdays, Sundays and Public Holidays. **2023**
- ii) Bid document excluding 'General Condition of Contract for Central PWD Works' (available in market for sale) for this work, can be downloaded from Chandigarh Administration web site <http://chandigarh.gov.in>. Bid document shall not be available on Chandigarh Administration website after the stipulated date & time for downloading.
~~Rs.500/- (Non-refundable/Non-adjustable)-Inclusive of GST-to-be-submitted-online-through-e-tendering-portal-i.e.-https://etenders.chd.nic.in.-Bidder-can-submit-their-bid-only-after-depositing-online.~~
~~The-payment-may-be-deposited-by-bank-to-bank-transfer-using-SBI-MOPS-or-RPGS/NEFT-transfer-throughhttps://etenders.chd.nic.in:portal.~~
~~The-bidder-must-upload-the-copy-of-UTR-No./Transaction-slip-on-the-web-site. The hard shall be placed in Envelop 'A'~~
- iii) ~~Earnest money amount as mentioned in Detail Regarding Tendering Process in shape as prescribed below shall also be placed in Envelop 'A' along with Check List.~~
6. (a) Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the web site of Chandigarh Administration web site: <http://etenders.chd.nic.in/nicgen>
The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to Earnest Money Deposit, ~~Cost of Tender Document~~ and 'Eligibility Documents'.
- (b) ~~Hard copies of the complete e-Tender i.e. 'Eligibility Documents' (except 'Financial Bid') are also to be submitted in sealed Envelopes 'B' duly labeled 'Name of Work', 'Name of Agency' and last date of submission of tender. Envelop 'A' and Envelop 'B' shall be submitted together in another sealed Envelop 'C' labeled with 'Name of Work', 'Name of Agency' and last date of submission of tender.~~
~~Envelop 'C' as mentioned above must be submitted to the Superintendent (Admn.) in Room Number 39, upto 3.30 PM at CHB Block 'A' Chandigarh with in four working days i.e. by _____ 2021 from the last date of submission of Online e-Tender mentioned above. Failure to furnish the said original documents will entail rejection of Bid.~~
~~Any Tender submitted through e-Procurement process but without physical submission of document mentioned above and without the acknowledgement of Superintendent (Admn.) will be treated as invalid and shall be rejected without opening. There will not be any liability on CHB on this account.~~
- (c) Before proceeding further with the e-Procurement process, the envelope 'A' containing earnest money, ~~cost of document~~ & check list shall be opened first and Envelop 'B' containing 'Eligibility Document' of those agencies whose earnest money & ~~cost of document~~ found in order shall be opened in the office of

EE-VIII, CHB by the committee on the 2024 at _____ P.M.

- i) ~~Pre-Bid-Conference shall be held on the date mentioned in Detail Rergarding Tendering Process in the CHB Board Room in Block G, CHB Office Building Complex at 8-Jan Marg, Sector 9, Chandigarh.~~
 - ii) 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.
7. The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' of 5% (Five percent) as mentioned in Detail Rergarding Tendering Process.
- 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.
8. The description of the work is as follows:
- Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.**
- Copies of other drawings and documents pertaining to the works will be opened for inspection by the Tenderers at the office of the concerned EE of CHB. Tenderers are also advised to carefully inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. CHB will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. if any are issued to him by the CHB and local conditions and other factors having a bearing on the execution of the work.
9. 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.
10. 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.
11. 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.
12. The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior

- Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
 14. The tenders for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last day of receipt of Technical Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Chairman, CHB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 15. 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.
 16. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 17. Any incorrectness / deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
 18. The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms/ statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc. etc.
 19. Any contractor offering lower rates after the opening of tenders shall be liable to be black-

- listed.
20. All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
 21. 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.
 22. Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
 23. 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.
 24. 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.
 25. If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
 26. 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.
 27. Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
 28. The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
 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. 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
 32. The department reserves the right to reject any prospective application without assigning any reason.

Executive Engineer-VIII,
Chandigarh Housing Board
Chandigarh.


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PART-II

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DOCUMENT RELATED TO ELIGIBILITY CRITERIA AND OTHER RELATED DOCUMENTS



SECTION – I

**INFORMATION & INSTRUCTIONS FOR
BIDDERS**

SECTION – I
INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 GENERAL:


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

2.0 DEFINITIONS:

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

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


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- **BIDDER/TENDERER/FIRM/ AGENCY/CONTRACTOR/APPLICANT** means the individual, proprietary firm, firm in partnership, limited company private or public or corporation or Joint Venture Company.
- "Year" means "Financial Year" unless stated otherwise.
- CHB/ Board means "Chandigarh Housing Board"

3.0 METHOD OF APPLICATION:

- 3.1 If the Bidder is an individual, the application shall be signed by him above his full typewritten name and current address.
- 3.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case, a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the Bidder is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY.

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.

5.0 PARTICULARS PROVISIONAL

The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the Bidder.

6.0 SITE VISIT

The Bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to make himself aware of all information that he considers necessary for proper assessment of the prospective assignment.

7.0 EVALUATION CRITERIA

- 7.1 The details submitted by the Bidders will be evaluated in the following manner :
- 7.1.1 The initial criteria prescribed in Part-I, Para 1.2 above in respect of experience of similar class of works completed, Valid Enlistment Certificate etc. will first be scrutinized and the bidder's eligibility for the work be determined.
- 7.2 Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has :
- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

8.0 LETTER OF TRANSMITTAL

The Bidder should submit the letter of transmittal attached with document.

9.0 OPENING OF PRICE BID

After evaluation of applicants, a list of short listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically accepted bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representative. The validity of the tenders shall be reckoned Seventy Five (75) days from the last day of receipt of bids.

10.0 AWARD CRITERIA

- 10.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:
- a) Amend the scope and value of contract to the bidder.
 - b) Reject any or all of the applications without assigning any reason.
- 10.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.



SECTION - II

INFORMATION REGARDING ELIGIBILITY

LETTER OF TRANSMITTAL

From:

To

Executive Engineer-VIII,
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of Bid for the work of Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.

Sir/Madam

TENDER

Having examined the details given in ~~Press~~ Notice and Bid document for the above work, I / we hereby submit the documents relevant information.

1. I / we hereby certify that all the statements made and information supplied in the enclosed Forms B to C and accompanying statement are true and correct.
2. I / We certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction work/project executed by me/us. I/We also certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
3. I / We submit the Following certificates in support of our suitability, technical know how and capability for having successfully completed the following eligible similar works:-

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

Certificate:-

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

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FORM 'B'

Details of all works of Similar Class completed during the last seven years ending last day of month previous to the one in which tenders are invited.

S. No.	Name of work / project and location	Owner or sponsoring organisation	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address/ telephone number of officer to whom reference may be made
1	2	3	4	5	6	7	8.	9

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

SIGNATURE OF BIDDER(S)

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FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

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

Dated:

Executive Engineer or Equivalent

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ANNEXURE-I

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

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

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

1. I/We in the name and style of _____ had applied for the work Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.
2. The undersigned hereby certify that there is no criminal proceedings pending/ ongoing in any court of law regarding any construction project executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

VERIFICATION:

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent



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.

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney) _____

Notes:

To be executed by the Applicant

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s)

ANNEXURE-III

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
Dated theday offor..... (indicate the name of the Bank)

Date the _____ date of _____ 2020

For _____

(Indicate the name of Bank)

(Authorized Signatory with Bank's Seal)

ANNEXURE-IV

To,
The Bidder.....,
.....,
.....
Subject: NIT No. for the work Addition/alteration in
rental house for proposed toilet in Rental House No.2169, Sector 27-C,
Chandigarh. Dear Sir,

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

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

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

Yours faithfully

Executive Engineer-VIII

**ANNEXURE-IV-A
Integrity Pact**

To,
Executive Engineer _____,
Chandigarh Housing Board
Chandigarh

Sub: Submission of Tender for the work Addition/alteration in rental house for
proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.

Dear Sir,

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

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


I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit
and further agree that execution of the said Integrity Agreement shall be separate and distinct from
the main contract, which will come into existence when tender/bid is finally accepted by CHB.
I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line
with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)


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ANNEXURE-IV-B

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,

Chandigarh Housing Board, Chandigarh,..... (Name of Division), (Hereinafter referred as the (Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

through (Name and Address of the Individual/firm/Company) (Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor”and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for(Name of work) hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and -to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any

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Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(signature, name and address)


2

(signature, name and address)

Place:

Dated :


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PART-III

FINANCIAL BID

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



INSTRUCTIONS FOR CONTRACTORS

1. Tender to be witnessed at page No. 39-40 of Tender Documents.
2. The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
3. In Schedule - 'A' appended to the Tender Documents, the %age rate must be filled both in words and figures. Accordingly, the overall quoted amount of the tender should be worked out.
4. The contractor(s) shall quote the rates keeping in mind, 'General Conditions of Contract of CPWD Works-2020' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.

PART- A

CPWD FORM- 7 including Schedule A to F
For
Major Component of the work

Standard General Conditions of Contract for CPWD 2020 or latest addition as applicable with all amendments/ modifications	Available in market for sale/ CPWD website.
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C.H.B.-C.P.W.D - 7

CHANDIGARH HOUSING BOARD

STATE	U.T., Chandigarh	CIRCLE	I
BRANCH	Civil	DIVISION	VIII, CHB
ZONE	Chandigarh	SUB DIVISION	V

PERCENTAGE/ ITEM RATE TENDER & CONTRACTS FOR WORKS

- A Tender for the work of Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh. ~~To be submitted by 1530.00 Hours on 2024 to Supdt. Admin., CHB.~~
- i. To be opened in presence of tenderers who may be present at 3.00 Hours on 2023 ~~2024~~ in the office of Executive Engineer-VIII, Chandigarh Housing Board, Chandigarh.

Downloaded by _____ (contractor)

TENDER

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

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

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

A sum of Rs.2,600/- is hereby deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> portal. A copy of UTR No/ Transaction slip is scanned & uploaded. If I/we, fail furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely, otherwise the said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2, 12.3 and 12.5 of the tender form.

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

I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the

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notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money/ Performance Guarantee.

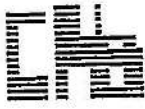
I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the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

Dated _____
Witness: _____
Address: _____
Occupation: _____

Signature of the contractor
Postal Address


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ACCEPTANCE

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

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

- a)
- b)
- c)


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

Signature

Designation

Dated


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PROFORMA OF SCHEDULES

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

SCHEDULE "A"		
Schedule of Quantities starts at		Page 48
SCHEDULE "D"		
Extra schedule for specific requirements/documents for the work if any:-		Nil
SCHEDULE "E"		
Reference to General Conditions of contract of 2020 with amendments upto date.		
i)	Name of Work	Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.
ii)	Estimated cost of Work	Rs. 1,28,717/-
iii)	Earnest Money	Rs. 2600/--
iv)	Performance Guarantee	5% of the composite tendered value
v)	Security Deposit	2.5% of composite tendered value
SCHEDULE "F"		
Reference to General Conditions of Contract		
GENERAL RULES AND DIRECTIONS		
Officers inviting tender :-		Executive Engineer-VIII, Chandigarh Housing Board, Chandigarh.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2, 12.3 & 12.5		Refer Clause-12.
Definitions		
2(v)	Engineer-in charge	Executive Engineer VIII, Chandigarh Housing Board, Chandigarh.
2(viii)	Accepting Authority	Chandigarh Housing Board, Chandigarh.
2(x)	Percentage on cost of materials and labour to cover all overheads and profit	15 %
2(xi)	Standard Schedule of Rates	Delhi Schedule of Rates DSR-2018
2(xii)	Department	Chandigarh Housing Board, Chandigarh

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2(xiii) Specifications	General specifications of CPWD
9(ii) Standard CPWD Contract form	CPWD form 7 as modified & corrected up to last date of receipt of tender.
Clause 1	
i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying there offrom the date of issue of letter of acceptance	7 Days
ii) Maximum allowable extension beyond the period provided in 'i.' above Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days
Clause 2	
Authority for fixing compensation under clause-2	Superintending Engineer, CHB
Clause 2A	
Whether Clause 2A shall be applicable	No
Clause 5	
Authority for extending time and extension for delay and rescheduling of Mile stone. Shifting of date of start in case delay in handing over of site.	Superintending Engineer
Number of days from the date of issue of letter of acceptance for reckoning date of start	10 Days
(i) Mile stone(s)	As per table of Milestone placed at Page No. 57-58
(ii) Time allowed for execution of work	01 Month
Authority to decide:	
(i) Extension of time	Executive Engineer-VIII
(ii) Rescheduling of mile stones	Executive Engineer-VIII
(iii) Shifting of date of start in case of delay in handing over of site	Executive Engineer-VIII
Clause 7	

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Gross work to be done together with net payment/ adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	Rs. 0.50 Lakh subject to one payment per month.
Clause 7A	
Whether Clause 7A shall be applicable Clause 7A (No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC, whatever applicable is submitted by the contractor to the Engineer-in-Charge.)	Yes
Clause 10 A	
<p>List of testing equipments to be provided by the contractor at site lab.</p> <p>Equipments for Testing of Materials & Concrete at Site Laboratory</p> <p>All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the contractor at his own cost. The following minimum laboratory equipments shall be set up at site office laboratory:-</p>	
Clause 10 B	
Whether Clause 10 B (i) shall be Applicable	Not Applicable
Whether Clause 10 B (ii) shall be Applicable	Not applicable
Whether Clause 10 B (iii) shall be Applicable.	Not applicable
Clause 10 C	
Component of labour expressed as percent of value of work	Not applicable, Labour component taken in 10CC
Clause 10 CA	Not applicable
Clause 10 CC	Not applicable
Clause 11	
Specification to be followed for execution of work.	CPWD Specifications with correction slips upto date.
Clause 12	
Authority to decide deviation upto 1.5 times of tendered amount.	Tender Approving authority
Type of work	Original work
12.2 & 12.3	
Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for Major Componet i.e Building work.	30%

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12.5		
i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation Work (except earth work)		30% 100%
ii) Deviation limit for items in earth work sub head of DSR or related items		100%
Clause 16		
Competent authority for deciding reduced rates.		Supereintending Engineer, CHB
Clause 18		
List of mandatory machinery, Tools & Plants to be deployed by the contractor at site		Safety equipment/ instruments
Clause 19		
Clause 19 C		Rs. 500/- penalty for each default
Clause 19 D		Rs. 500/- penalty for each default
Clause- 19 G		Rs. 500/- penalty for each default
Clause 19 K		Rs. 500/- penalty for each default
Clause 25		
Constitution of Dispute Redressal Committee (DRC)		As prevailing in Board, presently headed by CEO, CHB
Clause 34(i)		
Extent of GST payable by Contractor for Building and Construction works.		GST 12% Applicable. Any Increase/ decrease in the rate of GST as on the last date/ extended date of submission of tender will be adjusted accordingly
Clause 38		
i)	a) Schedule/statement for determining theoretical quantities of cement on the basis of Delhi Schedule of Rates 2018 printed by CPWD.	
ii)	Variation permissible on theoretical quantities	
	a)	Cement 2% plus/minus
	b)	Steel reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
	c)	All other Materials Nil

Recovery Rates for quantities beyond permissible variation			
Sr. No.	Material	Rates in Figures and Words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement (PPC)	Nil	Rs.6400 Per Tonne
2.	Structural section	Nil	Rs.38,500 Per MT

ABSTRACT OF COST

Name of Work: - Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.

Sub Head	Description	Sub Head Total
A.	Earth work	Rs.3764.00
B.	Concrete Work	Rs.9325.00
C.	Reinforced Cement Concrete Work	Rs.17058.00
D.	Brick Work	Rs.37004.00
E.	Wood and P.V.C. Work	Rs.6586.00
F.	Flooring	Rs.22623.00
G.	Finishing	Rs.16235.00
H.	Sanitary Installation	Rs.4819.00
I.	Water Proofing	Rs.11303.00
	Total	Rs.128717.00


Sub Divisional Engineer-V,
Chandigarh Housing Board,
Chandigarh.

SCHEDULE OF QUANTITIES FOR WORK: ADDITION/ALTERATION IN RENTAL HOUSE FOR PROPOSED TOILET IN RENTAL HOUSE NO.2169, SECTOR 27-C, CHANDIGARH.

Sr. No.	Description of Item	Quantity	Unit	Total Rate	Amount
Sub Head : A Item No. 1 to 3	Earth work				
1	Earth work in excavation by mechanical means (Hydraulic excavator/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
	All kinds of soil	3.39	Cum	249.24	845
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	1.36	Cum	216.99	295
3	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	1.36	Cum	1929.35	2624
Sub Head : B Item No. 4	Concrete Work				
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
	1:5:10 (1 cement : 5 coarse sand (zone-II): derived from natural sources 10 graded stone aggregate 40 mm nominal size) derived from natural sources	1.71	Cum	5453.32	9325
Sub Head : C Item No. 5 to 7	Reinforced Cement Concrete Work				

5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level:	0.68	Cum	7624.60	5185
6	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): derived from natural sources 3 graded stone aggregate 20 mm nominal size) derived from natural sources.				
	Centering and shuttering including strutting, propping etc. and removal of form for:				
a)	Suspended floors, roofs, landings, balconies and access platform	4.91	Sqm	684.64	3362
b)	Lintels, beams, plinth beams, girders, bressumers and cantilevers	1.14	Sqm	545.35	622
7	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.				
	Thermo-Mechanically Treated bars of grade Fe-500 D or more.	95.65	Kg	82.48	7889
	Brick Work				
8	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
	Cement mortar 1:6 (1 cement : 6 coarse sand)	1.52	Cum	6082.74	9246
9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :				
	Cement mortar 1:6 (1 cement : 6 coarse sand)	3.39	Cum	7498.34	25419
10	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.				

Sub Head : E Item No. 11 to 18	Cement mortar 1:4 (1 cement :4 coarse sand)	2.54	Sqm	Sqm	920.79	2339
11	Wood and P.V.C. Work Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 mm to 40 mm thick					
	Float glass panes					
12	4.0 mm thick glass panes (weight not less than 10 kg per sqm) Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:	0.58	Sqm	Sqm	1770.80	1027
	35 mm thick excluding ISI marked Stainless Steel butt hinges but including necessary screws	1.41	Sqm	Sqm	1863.81	2628
13	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.					
	Fixed to steel windows by welding	4.01	Kg	Kg	163.30	655
14	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete :					
	250x16 mm	2	Nos.	Each	228.89	458

15	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :	2	Nos.	Each	102.29	205
	250x10 mm					
16	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :	6	Nos.	Each	58.93	354
	125 mm					
17	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.	1	No.	Each	61.30	61
	Twin rubber stopper					
18	Providing and fixing wire gauge shutters using stainless steel grade 304 wire gauge with wire of dia 0.5 mm and average width of aperture 1.4 mm in both directions for doors, windows and clerestory windows with necessary screws :	0.39	Sqm	Sqm	3072.76	1198
	35 mm thick shutters					
	Kiln seasoned and chemically treated hollock wood					
Sub Head : F	Flooring					
Item No. 19 to 21						

19	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	16.78	Sqm	Sqm	1017.80	17079
20	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), jointing with grey cement slurry @ 3.3kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	4.47	Sqm	Sqm	915.65	4093
21	Providing and fixing glazed screen printed border tile 75mm wide having thickness 5mm, of approved quality & make, in all shades, design and prints, in dado, over 12mm thick bed of cement mortar 1:3 (1 Cement : 3 Coarse sand) and jointing with grey cement slurry @ 3.3 kg/sqm including pointing with white cement mixed with pigment of matching shade, all complete as approved by Engineer - in - Charge.	8.92	Rmt	Rmt	162.66	1451
Sub Head : G						
Item No. 22 to 27						
22	12 mm cement plaster of mix :					
	1:4 (1 cement: 4 fine sand)	25.95	Sqm	Sqm	263.61	6841
23	6 mm cement plaster of mix :					
	1:3 (1 cement : 3 fine sand)	5.92	Sqm	Sqm	224.60	1330

30	Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10 cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including cost of cutting holes and making good the walls etc. :	2.00	Nos.	Each	283.96	568
31	100 mm dia Providing and fixing plain bend of required degree.					
32	100 mm dia Sand cast iron S&S as per IS - 3989 Providing and fixing beel rest sanitary bend	1.00	No.	Each	386.01	386
	100 mm dia Sand cast iron S&S as per IS - 3989	1	No.	Each	426.96	427
	Water Proofing					
33	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment.					

34	Providing and fixing pressed steel sheet frames/ chowkhats manufactured from 1.60mm thick commercial Mild steel sheet (CR) including specified section, lugs (Hold fasts), steel butt hinges 2.5 mm thick and rubber buffers etc, and provision for receiving sliding bolts, tower bolts, door spring & hydraulic door closer, motar gaurd, lock strike-plate including the cost of Two tie rods of M.S. bars 10mm dia, provision for cleats etc. finished with one coat of red oxide zinc chromate primer (after pre-treatment of the surface) of approved quality on the outer surface and one coat of anticorrosive bitumastic paint of approved quality on the internal surface, as per approved architectural drawing and as per details given in CPWD specifications and BIS code complete in all respect and to the entire satisfaction of the Engineer-in-Charge.							
	Door & window frame of size 50mm x89mm with 35mm wide single rebate.	4.80	Rmt	Rmt	350.00	1680		
	Door and window frame of size 50mmx114mm with 35mm wide Double rebate.	3.05	Rmt	Rmt	372.00	1135		
	Window frame centre mullion of size 65mmx114mm with 35mm wide double rebate	0.69	Rmt	Rmt	448.50	309		
	Total					128717		

Executive Engineer-VIII
Chandigarh Housing Board
Chandigarh

Sub Divisional Engineer-V
Chandigarh Housing Board
Chandigarh

Mile Stone Programmer (Civil Component)

(In Physical Terms/Financial Terms)

S. No	Description of Milestone (Physical)			Time allowed in Days (from date of start).	Amount to be withheld in case on non achievement of respective milestone.
1	1st Quarter.				
	Description	During the quarter (DUs.)	Cumulative (DUs.)	5 Days	0.59% of Tended Amount
	(A) Civil work				
	Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.	11.79%	11.79%		
2	2nd Quarter.				
	Description	During the quarter (DUs.)	Cumulative (DUs.)	15 Days	1.86 % of Tended Amount
	(A) Civil Work				
	1 Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.	37.15%	48.94%		
3	3rd Quarter.				
	Description	During the quarter (DUs.)	Cumulative (DUs.)		
	(A) Civil work				
	1 Addition/alteration in rental house for	31.09%	80.03%		

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	proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.			5 Days	1.55 % of Tendered Amount
1	4th Quarter.				
	Description	During the quarter DUs.)	Cumulative (DUs.)		
	(A) Civil wok				
1.	Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh.	19.97%	100%	5 Days	1.00% of Tendered Amount

Part B

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

General/ Specific Conditions for Major and Minor Component of work as applicable.

1.0 General

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the "CPWD Specifications (Refer Para 2 (xiii) of Schedule A-F for Civil at Page No. 50 and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes/ Specifications shall be followed and the rates should be all inclusive.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.
- 1.3 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.5 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.6 Samples including brand/ quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.7 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.8 Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.9 The tenderer shall see the approaches to the site. In case any approach from main road is required at site or, existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.10 Nothing extra will be paid for executing items beyond 3.00 metre depth from the plinth level.
- 1.11 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

- 1.12 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. Contractor shall ensure that no hindrances shall be caused to traffic during the execution of the work.
- 1.13 The contractor shall take instructions from the 'Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.
- 1.14 The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.15 Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.16 The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any of work, the contractor shall 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.
- 1.17 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.18 The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
- 1.19 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets; conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

- 1.20 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.21 All material shall only be brought at site as per program finalized with the Engineer-in-Charge.
- 1.22 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.23 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/ shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

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

- 1.24 The contractor shall be responsible for the watch and ward / guard of the, buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 1.25 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.26 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.27 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.

- 1.28 The contractor shall take all necessary measures for the safe flow of traffic during construction including providing / maintaining such barricades all around construction area without hindering free flow of traffic as per directions of Engineer in Charge. Nothing extra shall be payable on account of providing and maintaining the barricading in good condition. The contractor shall be responsible for all damages and accidents caused due to negligence on his part.
- 1.29 Nothing extra shall be paid for making drip of any shape, size.
- 1.30 Nothing extra shall be paid for making groove/cut of any kind in the item/items of plastering work.
- 1.31 In case of lowering of subsoil water level/wet earth work is required as per site condition, the same will be done by the contractual agency and the rate for the same will be allowed as per agreement.
- 1.32 The contractor shall use the white cement with pigment to match the shade of flooring/ dado and for installation of P.H./ Electrical fixtures where ever required without claiming any thing extra.
- 1.33 No hand grinding shall be permitted and grinding of stone/marble wherever required shall be only through mechanical grinders.
- 1.34 In case the deptt supplies 'Recron fibers' for mixing in the mortar of Plaster of top storey and external Plaster, nothing extra shall be paid.
- 1.35 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.
- 1.36 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.
- 1.37 The contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of 'Goods & Services Tax Act 2017' as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.38 Where the earth for filling is to be supplied by the Contractor /Agency, the rate to be quoted should include all leads and lifts whatsoever. The Contractor/Agency will arrange earth from its own source, in case the Board does not specify the source.
- 1.39 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.
- 1.40 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".

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

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

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

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

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

- 1.42 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.
- 1.43 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.
- 1.44 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.

- 1.45 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.
- 1.46 The work during its progress and subsequently at any stage can also be inspected by the Chief Vigilance Officer/Chief Technical Examiner on behalf of the Engineer-in-Charge and agency shall be responsible for compliance of the observation raised by Chief Vigilance Officer/Chief Technical Engineer and including any recoveries proposed thereof.
- 1.47 The work during its progress and subsequently at any stage shall be open for inspection by Third Party/Quality Assurance Independent Agency appointed by CHB for Technical Examination/Audit on behalf of Engineer-In Charge and agency shall be responsible for compliance of the observation raised by it and including any compliance /recovery proposed thereof. In case of non compliance in 15 days further payment would be stopped.
- 1.48 **Supply of Water and Electric Power:** Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost for obtaining supply of water and/or electrical power, necessary for the execution of the works and during defect liability period. If the agency arranges temporary water connection from MC, Chandigarh for construction purpose, the recovery of water charges shall be made as per Chandigarh Gazette notification issued on 28 September 2006. If the contractual agency arranges water through water tanker from MC, Chandigarh in case of non-availability of water supply lines at the site by the MC, then he will produce bill/payment receipt of water charges and such no water charges will be deducted provided the agency submit no objection certificate from the MC, Chandigarh in this regard. Further, it is clarified that if, receipts of water charges submitted are less than 1.5%, then the recovery of 1.5% will be made after adjusting the amount of receipt. If the contractual agency uses the water from the public stand post, through private tanker or any of the existing sources, panel rate recovery shall be made from the running bills/final bill. In the event the CHB is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Competent Authority. Presently the water charges @ 1.5% of the project cost which shall be deducted from bills of the agency instead of 1% as defined in Clause-31A (i) GCC. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor. The decision of CHB on such cost shall be final and binding. Before the release of security, the contractor will submit no due certificate from Electricity department.



- 1.49 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.
- 1.50 **Unauthorized occupation:** It shall be the responsibility of the contractor to see that the building site under construction is not occupied by anybody unauthorized during construction, or afterwards till it is handed over to the Engineer-in-charge with vacant possession of complete building site. If such building site through completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/building site in that position. Any delay in acceptance on this account will be treated as the delay in completion of work and for such delay a levy up to ½ % of tendered value of work per week, may be imposed by the Chief Engineer, whose decision shall be final and binding both with regard to the justification and quantum and be binding on the contractor. This decision of Chief Engineer will not be open to any arbitration/litigation. However, the Chief Engineer, through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.
- 1.51 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.
- 1.52 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.
- 1.53 For the materials other than mentioned in the list of the approved makes in this Document, preference will be given to the ISI marked materials.
- 1.54 The items for which more than one Make/Brand has been specified in the list of 'Approved Makes' in the document and if during execution of the work, for some reason or the other, it is found that only one make remains available in the market, the Chief Engineer, CHB shall be competent to approve other makes of equivalent quality for such The items of work. His decision in this regard shall be final & binding on the part of the contractor.
- 1.55 All T&P required for the labour will have to be arranged by the agency.
- 1.56 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.
- 1.57 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.



- 1.58 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.
- 1.59 The test certificate from Factory/Test Lab will be supplied by the agency along with each consignment of material for work. The department has every right to collect the sample from the site of manufacturing and same can be got tested from the reputed/Govt. Test Laboratories at any time.
- 1.60 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.61 The Contractor shall demonstrate trouble free functioning of all the Civil, Public Health, Electrical Works and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various the Civil, Public Health, Electrical Works and services. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.62 Refund of 80% PG or quantum as intimated from time to time, on substantial completion of work will be allowed. However, in case of contracts involving maintenance of building and services/ any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be returned to the contractor, without any interest after recording the Provisional Completion certificate.
- 2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- i. The rates quoted by the applicants in the Financial Bid should be inclusive of GST and all other taxes/levies and Cess as per Building & other construction Workers Welfare Cess ACT 1996 as extended to Chandigarh vide notification dated 17.09.2009. Nothing extra on this account shall be paid.

Further, the ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
 - ii. All lifts & all heights, floors including terrace, leads and depths.
 - iii. All labour, material, tools and plants and other inputs involved in the execution of the item.
 - iv. Any of the conditions and specifications mentioned in the tender documents.
 - v. Any legal or financial implications resulting out of disposal of earth, if any.
 - vi. Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.



- vii. Performance test of the entire installation(s) before the work is finally accepted.
- viii. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- ix. All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 TESTING OF MATERIAL:

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

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

- 3.2 However, if any ultrasonic pulse velocity/ load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.
- 3.3 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.

4.0 FIELD LABORATORY

- 4.1 The contractor has to establish field laboratory at site including all necessary equipments and skilled manpower for the Field Tests at his own cost to have proper quality control.
- 4.2 For performing the above tests, the Field Testing Equipments and Instruments are to be arranged and maintained by the contractor.
- 4.3 The contractor shall ensure quality construction in a planned and time bound manner. Any substandard material, work beyond set-out tolerance limit shall be summarily rejected by the Engineer-in-Charge & contractor shall be bound to replace/ remove such sub-standard /defective work immediately.

Laboratory/ Field equipment referred in the CPWD works Manual/MORTH 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.

5.0 SECRECY

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

6.0 PROGRAM CHART: -

6.1 The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

- (i) In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- (ii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
- (iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

6.2 The work has to be completed in stages as indicated in the Milestones under Schedule 'F' and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.

6.3 The program chart should include the following:

- a) 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.
- 6.4 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.
- 6.5 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

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

7.0 SAMPLE OF MATERIALS:-

- 7.1 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples for approval of Engineer-in-charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material/ fittings are not available, the contractor shall submit samples of materials/ a fitting manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.
- 7.2 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.
- 7.3 BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for



incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done.

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

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

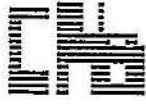
8.0 CEMENT & STEEL REINFORCEMENT (IF NOT STIPULATED TO BE SUPPLIED BY THE DEPARTMENT).

8.1 CEMENT:-

The contractor shall procure 43 Grade (conforming to ISI 8112) Ordinary Portland Cement and/or Portland Pozzolana Cement (Fly Ash based), as required in the work from reputed manufacturers of cement having a production capacity not less than one million tones or more per annum, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement *or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum* as approved by the Ministry of Industries, Govt of India, and holding license to use ISI certificate mark for their product. The Tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

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

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



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

9.0 TOLERANCES – As per CPWD Specifications.

9.1 RATES:-

- (i) The rate includes the cost of materials, labour and T&P, including mixing, placing, transportation involved in all the operations described above except for the cost of centering, shuttering & reinforcement which will be paid for separately.

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 houses for the period upto the 'Defect liability Period' or till the physical possession is handed over to the respective allottee 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)	Electrical installation	All manufacturing defects of electrical switches/ sockets, wires/ cables, accessories, M/CBs fittings & panels etc.
(ii)	General	(a) All manufacturing defects of structures/ fixtures/ fittings/ equipments other than listed above.

Annexure 'A'

(To be executed On Judicial Stamp paper worth Rs.100/- between Contractor, Manufacturer & Engineer-in-charge of the work)

GUARANTEE BOND

This agreement made this ___ day of ___ between M/s. ___ & M/s. ___ (hereinafter called the Guarantors which expression shall include where the context so admits the representative successors or his/its assignees of the one part) and the Engineer-in-charge on behalf of Chandigarh Housing Board, Chandigarh constituted under Section -III of the Haryana Housing Board Act, 1971 as extended to the Union Territory, Chandigarh having its principal office at 8 Jan Marg, Sector 9-D, Chandigarh (hereinafter called the Board which expression shall unless repugnant to the context or meaning thereof including its successor and assignees of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Sub Contract) dated ___ made between the Guarantors of the one part and Board of the other part, whereby the contractor & manufacturer, inter alia, undertook to render the buildings and structures of Fire Fighting System conforming to the prescribed specifications. Wherein, the materials in question have been used in Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh (Location) during the period between ___ to ___ at the site of work.

And whereas the Guarantors agreed to give a guarantee to the effect that the said material will remain defect free for the next two years to be reckoned from the date of completion of the work under the contract Agreement No. ___ dated ___.

During this period of guarantee, the Guarantors shall make good all manufacturing defects and for that matter, shall replace at his risk and cost such defective material (s) as observed to the satisfaction of the Engineer-in-charge, and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other Contractor/manufacturer at the Guarantor's cost and risk, and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the Guarantors shall be final and binding.

That if the Guarantors fails to replace the defective material (s) or commits breaches hereunder then the Guarantors will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Board, the decision of the Engineer-in-charge will be final and binding on the parties. In case of failure to replace the defective material, in addition to the recovery, stated here, the Guarantors and the Contractor shall be black listed.

In witness whereof these presents have been executed by the Obligor ___ and by ___ for and on behalf of the Chairman, CHB on the day, month and year first above written.

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Signed, sealed and delivered by OBLIGOR in the presence of

1.

2. (Contractor)

2. (Manufacturer)

Signed for and on behalf of The Chairman, CHB by EE in the presence of.

1.


2.


Note:- This Guarantee Bond shall be signed by the manufacturers individually, if the manufacturer of _____ are different agencies.

DELETED

FINANCIAL BID FOR THE WORK ADDITION/ALTERATION IN RENTAL HOUSE FOR PROPOSED TOILET IN RENTAL HOUSE NO.2169, SECTOR 27-C, CHANDIGARH.

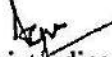
Part	Description	Amount
1	Addition/alteration in rental house for proposed toilet in Rental House No.2169, Sector 27-C, Chandigarh (DNIT Amount)	Rs. 1,28,717/-
I/we will charge ___ % (in figures) i.e. _____ ^{(a)*} percent (in words) _____ ^{(b)*} (write above or below) on the total cost of Rs. 1,28,717/- (Rs. One Lakh Twenty Eight Thousand Seven Hundred Seventeen only). The overall amount of the Tender comes out to be Rs. _____/- (in figures) (Rs. _____ ^{(c)*} (in words) with my quoted Rates.		
* Note:		
1.	For filling up the portion marked (a)* above the agency is to quote the percentage in figure and words. Percentage is to be quoted up to three digits after decimal.	
2.	For filling up the portion marked (b)* above, the agency is to quote either above or below	
3.	For filling up the portion marked (c)* above the agency is to quote the amount in figures and words.	
4.	In case of any ambiguity or difference between the quoted percentage and amount, the amount worked out at '(c)' above will be considered as correct and the percentage will be considered accordingly.	
	Dated	Signature of the Bidder (s)



Executive Engineer-VIII
Chandigarh Housing Board
Chandigarh


Sub Divisional Engineer-V
Chandigarh Housing Board
Chandigarh.

This NIT containing 75 pages as per Index amounting Rs. 1,28,717/- (Rs. One Lakh Twenty Eight Thousand Seven Hundred Seventeen only) is hereby approved.

Technically checked and recommended for approval please.


Superintending Engineer-I
Chandigarh Housing Board
Chandigarh


Chief Engineer
Chandigarh Housing Board
Chandigarh