



**MUNICIPAL CORPORATION CHANDIGARH**  
(MCC)

**Name of Work:-** RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH

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Executive Engineer



## NIT PARTICULARS

The Executive Engineer, Road Division No.1, Chandigarh on behalf of the Commissioner Municipal Corporation, Chandigarh invites **PERCENTAGE RATE TENDERS** through e-Procurement process from the Reputed Firms and contractors **ENLISTED** with Municipal Corporation Chandigarh/ Engineering Department, Chandigarh Administration/CPWD/ State PWDs / Govt. Boards or Corporations anywhere in India and **FULFILLING THE ELIGIBILITY CRITERIA** which shall be uploaded and received on <http://etenders.chd.nic.in> for the following work:-

1.	Name of work & Location	:	RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH
2.	Estimated cost put to tender (ECPT)	:	Rs.543.71 Lakh
3.	Online Earnest Money	:	Rs.10,87,421/-
4.	Period of Completion	:	6 Months
5.	Bid submission start date	:	As per E-Tender Notice
6.	Bid submission end date	:	As per E-Tender Notice
7.	Due date & time of Opening of e-bids	:	As per E-Tender Notice

The Bid Documents consisting of schedule of Tender Fees, plans, specifications, schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen from "website <http://etenders.chd.nic.in> free of cost.

For and on behalf of  
Commissioner, Municipal Corporation Chandigarh

Executive Engineer,  
Road Division No.1,  
Chandigarh

ADDRESS:  
New Deluxe Building,  
Room no. 303, 3<sup>RD</sup> floor,  
Sector-17, Chandigarh

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**MUNICIPAL CORPORATION, CHANDIGARH**  
(ROAD DIVISION No.1, CHANDIGARH)

**CPWD-6**  
**FOR E-TENDERING**

The Executive Engineer, Road Division No.1, Chandigarh on behalf of the Commissioner Municipal Corporation, Chandigarh invites **PERCENTAGE RATE TENDERS** through e-Procurement process from the Reputed Firms and contractors **ENLISTED** with Municipal Corporation Chandigarh/ Engineering Department, Chandigarh Administration/CPWD/ State PWDs / Govt. Boards or Corporations anywhere in India and **FULLFILLING THE ELIGIBILITY CRITERIA** which shall be uploaded and received on <http://etenders.chd.nic.in> for the following work:-

**RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH**

**MODE OF TENDERING:-**

E-tenders shall be submitted/uploaded by Bidders in Two COVERS / FOLDERS as under after depositing ONLINE Tender Fees & Earnest Money (Bid Security) through e-tender portal:-

- **ONLINE TENDER FEES** of the requisite amount in favour of the Commissioner, Municipal Corporation, Chandigarh by designation only. The rates of Tender fees as applicable have been mentioned in this Tender Notice.
- **ONLINE EARNEST MONEY DEPOSIT (Bid Security)** of the requisite value as per Tender Notice through portal.

**Folder-A** Shall contain scanned copies of **POST QUALIFICATION DOCUMENTS** as per E-Tender Notice & CHECKLIST. It may be noted that in case, the scanned copy /copies of the requisite documents as per CHECKLIST are not uploaded; the bid will not be considered and shall be rejected straightway.

**Folder-B** Shall contain **E- PRICE BID (Financial Bid)** as per prescribed format (BOQ).

**NOTES:-**

- ❖ **Folder-A** containing Post Qualification documents/credential shall be opened on the due date of opening at ..... hours as per Tender Notice of those tenderers /contractors whose online transfer of **TENDER FEES & EMD** are found in order.
- ❖ **Folder-B** containing Financial bid shall be opened only of those contractors who are found qualified as per DNIT parameters.
- ❖ The sole responsibility shall rest upon with the contractual Agency/bidders to check the online status of their e-tender.

**ONLINE TENDER FEES:** The rates of Tender fees as applicable are as under:-

The prospective bidders are required to deposit **ONLINE TENDER FEES (non-refundable)** in favour of the Commissioner M.C, Chandigarh for participation in online tender within period of bid submission through e-tender portal. The Tender Processing Fees is applicable as per following rates:-

Sr. no	Estimated amount of tender	Tender Fees
1	Upto Rs. 5.00 Lakh	NIL
2	Above Rs. 5.00 Lakh & upto Rs. 20.00 Lakh	Rs. 1,000/-
3	Above Rs. 20.00 Lakh & upto Rs. 2.00 Crore	Rs. 3,000/-
4	Above Rs. 2.00 Crore	Rs. 5,000/-

**NOTES:**

1. **OFFLINE REMITTANCE** of Tender Fees will be rejected summarily.
2. In case, the Tenders are re-invited, and then the fresh remittance of Tender Fees will be required.
3. In case, aforesaid Tender fee and the instructions as per Notes are not complied with; the bid will be rejected summarily.

**CONDITIONS:-**

- 1.1 The **Enlistment** of intending contractors should be valid on the last date of submission of bids. The copy of the enlistment certificate and other documents as specified above in e-tender Notice shall be scanned and uploaded to the e-tendering website within the period of Bid submission.
- 1.2 In case only the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
- 1.3 *The estimated cost of work (ECPT) is Rs.543.71 Lakh This estimate, however, is given merely as a rough guide.*
- 1.4 **ELIGIBILITY CRITERIA for Post Qualification of contractors:-**
  - A **AVERAGE ANNUAL FINANCIAL TURNOVER** should be at least **30% of the estimated cost put to tender (ECPT)** during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate of 7% per annum.

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	<p><b>NOTES:</b></p> <p>(i) Scanned copy of Turnover certificate duly issued by Chartered Accountant with UDIN Number should be uploaded by intending Bidders.</p> <p>(ii) The verification of UDIN will be done by the department.</p> <p>(iii) The Turnover figures for the immediate last three consecutive financial years should invariably be mentioned in the UDIN.</p>
B	<p><b>PROFIT/LOSS:</b> The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant with UDIN Number.</p> <p><b>NOTES:</b></p> <p>(i) Scanned copy of Profit &amp; Loss Account statement/certificate duly issued by Chartered Accountant with UDIN Number should be uploaded by intending Bidders.</p> <p>(ii) The verification of UDIN will be done by the department.</p> <p>(iii) The figures of Net Profit &amp; Loss for the immediate last five consecutive financial years should invariably be mentioned in the UDIN.</p>
C	<p><b>EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORKS</b> during last Seven years ending last day of the month previous to the one in which the applications of tender are invited, should be either of the following:-</p>
i)	Three similar completed works costing each not less than the amount equal to 40% of the estimated cost put to tender
	OR
ii)	Two similar completed works each costing not less than the amount equal to 60% of the estimated cost put to tender
	OR
iii)	One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender
D	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 last date of receipt of application of tenders.
E 1	In case performance of similar work(s) is of Private sector, the same shall be considered only if supported with "TDS certificate" and other allied documents s.a. Copy of Final bill, Award letter/MOU etc.
E 2	In case Work experience is as a "Sub Contractor", then Performance Certificate issued by the Main Contractor must be countersigned by the Concerned Department by officer not below the rank of Executive Engineer. Further such Performance Certificate shall be supported with "TDS certificate", Award letter/MoU and approval of Department to engage as Sub-Contractor.
F	<b>JOINT VENTURE / Consortium</b> shall not be accepted for this work. However, the experience in past assignment of JV/SPV/Consortium shall only be considered as eligible experience of the bidder, provided the bidder had been a Lead Member in their past assignment; and if, the Lead Member of the past assignment is not participating in this tender, then the technical experience of the other participating Member(s) the past JV/SPV/Consortium will be considered for eligibility. The Turnover & Net worth shall however be considered proportionately as per share of Member(s) in the JV/SPV/Consortium.
G	<b>DEFINITION OF SIMILAR WORK:-</b> Carpeting/ Re-carpeting of Roads.
H	<b>THE COPIES OF PERFORMANCE CERTIFICATE(S) FROM CLIENT DEPARTMENTS OF EXPERIENCE OF HAVING SUCCESSFULLY COMPLETED SIMILAR WORK(S) SHOULD MUST BE AS PER APPENDIX- 20 OF CPWD WORKS MANUAL 2014. The FORMAT for performance certificate is enclosed in the DNIT.</b>
I(i)	In case the Performance Certificate(s) is/are not as per aforesaid format, then VITAL INFORMATION such as Completion Cost of similar work (s), Actual date of completion, Amount of compensation levied for delayed in completion, if any, overall remarks of issuing Authority regarding performance of work etc. need to be mentioned.
(ii)	In case Performance Certificate(s) is/are of composite work, then the component of similar work must be mentioned.
J	<p><b>NET WORTH CERTIFICATE</b> from CA with Unique Document Identification Number (UDIN) of minimum 10 % amount of ECPT (Scanned copy of original to be uploaded).</p> <p><b>NOTE:</b></p> <p>i) NET WORTH shall be submitted as per format mentioned below with UDIN :-</p> <p style="text-align: center;"><b>FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT</b></p> <p>"It is to certify that as per the audited balance sheet and profit &amp; loss account during the financial year ....., the Net Worth of M/s ..... (Name &amp; Registered Address of individual/firm/company), as on ..... (the relevant date) is Rs. .... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30 % in the last three years ending on (31.03.2024)."</p> <p>Unique Document Identification Number (UDIN) .....</p> <p>Signature of Chartered Accountant .....</p> <p>Name of Chartered Accountant .....</p> <p>Membership No. of ICAI Date and Seal</p>

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K The intending bidder/contractor along with the bid should furnish an AFFIDAVIT duly attested by Notary Public/ First class Magistrate ON STAMP PAPER in Folder "A" as per Specimen given below: -

#### AFFIDAVIT

I/we .....Proprietor/..... of M/s.....having registered address at ..... do hereby solemnly declare and affirm as under:-

- a) That I/We hereby declare that I am/We are not *Debarred/ Suspended/ Blacklisted* by any Govt./ Semi Govt / Board/ Corporation/ Private firms on the date of submission of bid.
- b) That I/We undertake and confirm that eligible similar works (s) has/ have not been executed through another contractor on back to back basis. Further it is undertaken that, if such a violation comes to the notice of the Department, then I/We shall be debarred from tendering in MUNICIPAL CORPORATION, CHANDIGARH in future forever. Also, if such a violation comes to the notice of the Department, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee deposited by me/us.
- c) That the deponent hereby undertakes that no complaint/FIR has been registered/no criminal proceedings against the proprietor/firm/any partner(s) of the firm or its Director(s) is pending/ ongoing in any Court of law regarding execution of any project/ work executed/ being executed by me/us. If such a fact comes to the notice of the Department at any stage, the Engineer-in-Charge shall reject the tender/bid straightway without assigning any reason.
- d) That the deponent further undertakes that he/she/Director(s)/partner(s) of the proprietor/ firm/ company/agency have never been convicted of any criminal offence.
- e) That I am/we are aware that in case any discrepancy/ false statement is found, it will lead to rejection of my/our bid/tender and the Department will debar/Blacklist the proprietorship/firm/company/ Agency as per the *POLICY OF BLACKLISTING* issued by Chandigarh Administration vide Notification dated 27.02.2009.

#### VERIFICATION:

Verified on dated ..... at ....., that the above contents of Affidavit are true to best of my/our knowledge & belief and nothing has been concealed therein.

(DEPONENT)

(DEPONENT)

#### NOTE:-

The Affidavit should be notarized within the period of bid submission as per e-Tender Notice. Affidavit prior to the date of publication of e-tender notice shall not be considered.

L	<ul style="list-style-type: none"> <li>• <b>BIDDING CAPACITY;</b> shall be Applicable for works costing Rs. 2.00 crore &amp; above.</li> <li>• The intending bidders should have Bidding Capacity equal to or more than the estimated cost of the work put to tender.</li> <li>• The bidding capacity formula shall be as per CPWD Works manual mentioned in Section-III of the DNIT.</li> </ul>
2.	Agreement shall be drawn with the successful tenderer on prescribed CPWD Form as per "General conditions of the contract of CPWD works-2023" (which is available as a Govt. of India Publication) and the Amendment/changes in clauses of the General Conditions of the contract for CPWD Works Manual. Tenderer shall quote rates as per terms & conditions of the said form, which will form part of the contract agreement.
3.	The time allowed for carrying out the work will be <b>06 Months</b> from the date of start as defined in <b>Schedule 'F'</b> 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 documents.
4.	<b>The site for the work is available. : Yes</b>
5.	The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from " <b>website <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a></b> free of cost.
6.	<b>EARNEST MONEY (Online) and Bid Status:-</b>
i.	<b>The intending Contractors/ bidders shall have to deposit Earnest Money online of requisite value.</b>
ii	<b>The sole responsibility shall rest upon with the contractual Agency/bidder to check the status of their tender. It may be noted by the bidders that no separate intimation shall be given by the Department.</b>
7.	<b>IT MAY BE NOTED BY THE INTENDING CONTRACTORS/FIRMS/BIDDERS THAT THE BID SUBMITTED SHALL BECOME INVALID IF :-</b>
i).	If the bidder does not deposit tender fees (as applicable) & online EMD of requisite value, then tender will be rejected summarily.
ii).	The bidder is found ineligible.

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8.	<b>SITE VISIT:-</b> The intending Bidders/Contractors are advised to inspect and examine the site & its surroundings and satisfy themselves before submitting their tenders/Bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his/her own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a 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. will be issued to him by the Government and local condition and other factors having a bearing on the execution of the work.
9.	The Competent Authority on behalf of Commissioner Municipal Corporation, Chandigarh does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
10.	Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractor(s) who resort to canvassing will be liable for rejection.
11.	The competent authority on behalf of Commissioner Municipal Corporation, Chandigarh 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.
12.	The contractor shall not be permitted to tender for works in the Circle (responsible for award and execution of contracts) in which his near relative is posted in any capacity. 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 officer/official in Municipal Corporation Chandigarh. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department as well as for future works.
13.	No employee of Engineering Department of Municipal Corporation, Chandigarh/Chandigarh Administration is allowed to work as a contractor within a period of two year after his/her retirement from Government service, without the previous permission of the Municipal Corporation, Chandigarh in writing. Such contract is liable to be cancelled, if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Municipal Corporation, Chandigarh as aforesaid before submission of the tender or engagement in the contractor's services.
14a	<b>VALIDITY OF OFFER :</b>
)	<b>The Bid for the work shall remain open for a period of 75 days for acceptance from the date of opening of Technical Bids.</b>
b)	If any Bidder/Contractor withdraws the bid before the said period or before issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to take suitable action as per provisions CPWD Works Manual/GFR.
c)	In the event, the tenderer/Contractor whose bid is accepted and the award/allotment letter is issued after the receipt of Performance Guarantee MOU signed, fails to commence the work "along with change in scope, if any" in the prescribed time or abandons work before its completion, the Government shall without prejudice to any other right or remedy be at liberty to forfeit the whole of Performance Guarantee amount. PG amount shall be forfeited in full and shall be absolutely at the disposal of the Commissioner Municipal Corporation, Chandigarh.
15.	This Notice Inviting bids shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the accepting authority, shall, within 15 days from the date of start of the work, sign the contract consisting of: - a) The Notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. b) Standard C.P.W.D. Form 7 as per "General conditions of contract for CPWD work shall be applicable for the contract.
18.	In case, the successful tenderer /Contractor after issuance of the award/allotment letter, fails to sign the Contract Agreement (Formal Contract) within 15 days of issue of acceptance letter, the performance guarantee would be forfeited and the contract shall be immediately nullified.
19.	Information and Instructions for bidders posted on website shall form of bid document i.e. the <u>Corrigendum/Addendum</u> issued if any, before the receipt of online bid will be uploaded /made available on the website. It will be the responsibility of the Contractors/ prospective bidders to make amendments in their bid accordingly.
20.	Those contractors not registered on the website mentioned above, are required to get registered. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.
21.	The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process the Bidders need to register themselves on <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a> .
22.	The Contractor/firm will ensure that no Child Labour is engaged at the site of work.
23.	<b>GST REGISTRATION NUMBER: The Agency should possess valid GST registration number as applicable. The bidder shall upload the GST Registration certificate.</b>
i)	
ii)	The Bidder/Agency shall also upload copy of latest GST Return as applicable as per Govt. Rules. The latest GST return can be monthly or quarterly depending upon the turnover criteria as per GST Rules.

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iii)	<p>If the bidder has not obtained GST registration, or as required by GST authorities then in such a case the bidder shall scan and upload the following UNDERTAKING along with other bid documents :-  <b>"If work is awarded to me, I/we shall obtain GST registration Certificate as applicable, within one month from the date of receipt of award letter or before release of any payment by department, 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 Municipal Corporation or GST department in this regard".</b></p>
24.	<p>The intending contractors/bidders must read the Tender Notice and terms &amp; conditions carefully. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents as per CHECK LIST have been uploaded with the Bid within period of bid submission. The technical bids will be examined based only on the uploaded documents. NO CORRESPONDENCE OR PHYSICAL SUBMISSION OF ANY ADDITIONAL DOCUMENT THEREAFTER WILL BE ENTERTAINED BY THE DEPARTMENT.</p> <p>However, in case any scanned and uploaded documents are not clearly legible or any clarification is required, then the Department may ask the bidder to submit the same. THE CLARIFICATION OF ONLY THE UPLOADED DOCUMENTS CAN BE OBTAINED BY THE DEPARTMENT, IF SO REQUIRED BUT NO ADDITIONAL DOCUMENT OTHER THAN UPLOADED SHALL BE ACCEPTED. The needful to submit such clarification document as/if sought for should be done within stipulated period, failing which no claim of the contractor shall be accepted for opening of financial bid.</p>
25.	<p>Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form. Submission in the physical form, if any, shall be rejected summarily.</p>
26.	<p>The Department will not be responsible for any delay in online submission of the Bids due to any reason what-so-ever.</p>
27.	<p>The Agency has to produce the ORIGINAL DOCUMENTS as &amp; when it asked for by the Department. The failure of Agency to furnish the said original document will entail summarily rejection of its tender.</p>
28.	<p>The Department reserves the right to VERIFY THE PARTICULARS furnished by the applicant/ firm/ contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/ contractor shall liable to be debarred for future tendering in Municipal Corporation Chandigarh.</p>
29.	<p>The dispute, if any, concerning in any way with the tender shall subject to Chandigarh jurisdiction only.</p>
30.	<p>For any technical issue related to electronic tendering portal, the intending bidders may contact IT Cell, DIT, Additional Deluxe Building, 5<sup>th</sup> Floor, Sector-9, Chandigarh or e-mail at <a href="mailto:etenders.chd.nic.in">etenders.chd.nic.in</a> Phone No. 0172-2740641, 0172-2740003.</p> <p>The Bidders may also contact Nodal Officer/Computer Programmer, Municipal Corporation, Sector 17, Chandigarh for any help/Assistance regarding e-tendering at 0172-5021530 during office hours.</p>
31.	<p><b>Performance Bank Guarantee:- As per modification made in Para No. 5.2 for CPWD Manual 2024 vide no. DG/Manual-2024/20 dated-27.02.2026 issued by the Authority of Director General, CPWD</b></p> <p>1. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.</p> <p>2. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.</p> <p>3. Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within prescribed for the time frame submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.</p> <p><b>As per modification made in Para No. 11 for CPWD Maintenance 2023 vide no. DG/CON/Maintenance-2023/18 dated-27.02.2026 issued by the Authority of Director General, CPWD</b></p> <p>1. The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F...</p> <p><b>Performance Guarantee</b></p> <p>(i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. (not withstanding and/or without prejudice to any other provisions in the contract) period specified Schedule 'F' from the date of issue of letter of acceptance.</p> <p>(ii) Performance Guarantee:</p> <p>(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).</p> <p>(b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, In addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.</p>

For and on behalf of  
 Commissioner, Municipal Corporation Chandigarh

Executive Engineer,  
 Road Division No.1,  
 Chandigarh

Contractor

Witness

Executive Engineer

iii)	<p>If the bidder has not obtained GST registration, or as required by GST authorities then in such a case the bidder shall scan and upload the following UNDERTAKING along with other bid documents :-  <b>“If work is awarded to me, I/we shall obtain GST registration Certificate as applicable, within one month from the date of receipt of award letter or before release of any payment by department, 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 Municipal Corporation or GST department in this regard”.</b></p>
24.	<p>The intending contractors/bidders must read the Tender Notice and terms &amp; conditions carefully. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents as per CHECK LIST have been uploaded with the Bid within period of bid submission. The technical bids will be examined based only on the uploaded documents. NO CORRESPONDENCE OR PHYSICAL SUBMISSION OF ANY ADDITIONAL DOCUMENT THEREAFTER WILL BE ENTERTAINED BY THE DEPARTMENT.          However, in case any scanned and uploaded documents are not clearly legible or any clarification is required, then the Department may ask the bidder to submit the same. THE CLARIFICATION OF ONLY THE UPLOADED DOCUMENTS CAN BE OBTAINED BY THE DEPARTMENT, IF SO REQUIRED BUT NO ADDITIONAL DOCUMENT OTHER THAN UPLOADED SHALL BE ACCEPTED. The needful to submit such clarification document as/if sought for should be done within stipulated period, failing which no claim of the contractor shall be accepted for opening of financial bid.</p>
25.	<p>Tenders without digital signatures will not be accepted by the Electronic Tendering System. <b>No Tender will be accepted in physical form.</b> Submission in the physical form, if any, shall be rejected summarily.</p>
26.	<p>The Department will not be responsible for any delay in online submission of the Bids due to any reason what-so-ever.</p>
27.	<p>The Agency has to produce the ORIGINAL DOCUMENTS as &amp; when it asked for by the Department. The failure of Agency to furnish the said original document will entail summarily rejection of its tender.</p>
28.	<p>The Department reserves the right to <b>VERIFY THE PARTICULARS</b> furnished by the applicant/ firm/ contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/ contractor shall liable to be debarred for future tendering in Municipal Corporation Chandigarh.</p>
29.	<p>The dispute, if any, concerning in any way with the tender shall subject to Chandigarh jurisdiction only.</p>
30.	<p>For any technical issue related to electronic tendering portal, the intending bidders may contact IT Cell, DIT, Additional Deluxe Building, 5<sup>th</sup> Floor, Sector-9, Chandigarh or e-mail at <a href="mailto:etenders.chd.nic.in">etenders.chd.nic.in</a> Phone No. 0172-2740641, 0172-2740003.           The Bidders may also contact Nodal Officer/Computer Programmer, Municipal Corporation, Sector 17, Chandigarh for any help/Assistance regarding e-tendering at 0172-5021530 during office hours.</p>
31.	<p><b>Performance Bank Guarantee:- As per modification made in Para No. 5.2 for CPWD Manual 2024 vide no. DG/Manual-2024/20 dated-27.02.2026 issued by the Authority of Director General, CPWD</b>          1. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.          2. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.          3. Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within prescribed for the time frame submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.  <b>As per modification made in Para No. 11 for CPWD Maintenance 2023 vide no. DG/CON/Maintenance-2023/18 dated-27.02.2026 issued by the Authority of Director General, CPWD</b>          1.The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F...  <b>Performance Guarantee</b>          (i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. (not withstanding and/or without prejudice to any other provisions in the contract) period specified Schedule 'F' from the date of issue of letter of acceptance.          (ii) Performance Guarantee:          (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).          (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, In addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.</p>

For and on behalf of  
 Commissioner, Municipal Corporation Chandigarh

Executive Engineer,  
 Road Division No.1,  
 Chandigarh

Contractor

Witness

Executive Engineer



## CHECK LIST

for Tender the work of :-

**RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH**

**LIST OF DOCUMENTS to be scanned and uploaded by intending contractors/bidders within period of bid submission under Folder -A:-**

i.	Valid Enlistment
ii.	Attested AFFIDAVIT of non Blacklisting as per specimen within period of bid submission.
iii.	FINANCIAL TURNOVER and <i>Profit &amp; Loss Account Statement/Certificate</i> : <b>Scanned copy of Turnover certificate for last three years and Profit &amp; Loss Account Statement/certificate for last five consecutive years duly issued by Chartered Accountant with UDIN Number.</b>
iv.	Net worth as per tender notice.
v.	Bidding capacity as defined.
vi.	Certificate of valid REGISTRATION OF GST as per Govt. Rules and undertaking, if required.
vii.	Latest GST RETURN i.e. form GSTR-3B (Monthly or Quarterly) <b>No other GST challan/GST Return form will be entertained.</b>
viii.	PERFORMANCE CERTIFICATE of completed Works of similar nature as per CPWD Works Manual (format attached in the DNIT).
ix.	Undertaking regarding Hot Mix plant/Batch type Hot Mix plant
x.	Any other Document as specified in the E-tender notice/Press Notice.

**NOTES:-**

- Bidders must ensure that scanned copies of documents as per CHECK LIST have been uploaded with the Bid within period of bid submission. The technical bids will be examined based on the uploaded documents. NO CORRESPONDENCE OR PHYSICAL SUBMISSION OF ANY ADDITIONAL DOCUMENT THEREAFTER WILL BE ENTERTAINED BY THE DEPARTMENT. The clarification of the uploaded documents, if required can be obtained by the Department.
- It may be further ensured by the intending Bidders that the scanned copies only of the SPECIFIC DOCUMENTS are uploaded under Folder -A for Post-qualification rather than uploading the voluminous/irrelevant documents. In case of having uploaded voluminous/irrelevant documents, the Department will not be responsible for any probable oversight of any specific/ relevant documents.
- Folder 'B' shall contain financial bid only.

Executive Engineer,  
Road Division No.1,  
Chandigarh



## CPWD FORM NO. 7

MUNICIPAL CORPORATION, CHANDIGARH  
- ENGINEERING DEPARTMENT

STATE: UT CIRCLE: SUPERINTENDING ENGINEER (B&R)  
 BRANCH: Building & Roads DIVISION: Road Division No. 1  
 ZONE: Chandigarh SUB-DIVISION: -9

## PERCENTAGE RATE TENDER &amp; CONTRACT FOR WORKS

Tender for the work of: -

RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH

Is to be submitted on line on to Executive Engineer, Road Division No. 01 M.C., Chandigarh. to be opened on line in presence of tenderers who may be present at 12:00 Noon. on \_\_\_\_\_ in the office of Executive Engineer, Road Division No. 01, M.C. Chandigarh.

i) Issued to: - To Be Downloaded on Line  
 Signature of officer issuing the documents -----

Designation: - Executive Engineer, Road Division No. 01, M.C. Chandigarh.

ii). Date of issue: - NIL To Be Uploaded on Line

## 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 and 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 Municipal Corporation Chandigarh 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 (75) seventy-five from date of opening of technical bid and not to make any modifications in its terms and conditions.

A sum of Rs 10,87,421/- as EMD is here by deposited in favour of Commissioner Municipal Corporation Chandigarh and condition no. 31 at Page No.7 as Performance Security shall be deposited in favour of Commissioner Municipal Corporation Chandigarh in scheduled bank as prescribed in notice inviting tender (after become L1). If I/we fail to furnish the prescribed Performance Security within prescribed period, I/we agree that the said Commissioner, Municipal Corporation, Chandigarh or his successor 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 the work as specified. I/we agree that Municipal Corporation, Chandigarh or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Security absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and 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 both Earnest Money & Performance Security as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

"I/We undertake and confirm that eligible similar work(s) 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 Department, then I/we shall be debarred for tendering in Municipal Corporation, Chandigarh in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/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

Contractor

Witness

Executive Engineer

information / derived there from to any person other than a person to whom I/we am/are may authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....	}	Signature of Contractor .....	}
Witness: - .....		Postal Address: - .....	
Address: - .....			
Occupation: - .....			
		Telephone No.	
		Fax: -	
		E-Mail: -	

**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 Commissioner, Municipal Corporation, Chandigarh for a sum of Rs..... (Rupees.....)

The letters referred to below shall form part of this contract agreement. For & on behalf of the Municipal Corporation Chandigarh.

i) .....	Signature.....
ii) .....	
iii) .....	
iv) .....	

Dated: - .....	Executive Engineer Road Division No.01 M.C., Chandigarh
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## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

SCHEDULE OF QUANTITIES (in case of composite tender):-

Description of items	Quantity			
	Civil Work	P.H. Work	Electrical work	Total of DSR/NDSR Items
a) DSR Items	--			--
b) N.S. Items	54371054.10			54371054.10
c) Total (Rs.)	54371054.10			54371054.10

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of items.	Quantity.	Rate in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
-- -N A - - -				

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.NO.	DESCRIPTION	HIRE CHARGES PER DAY	PLACE OF ISSUE
1	2	3	4
-- -N A - - -			

### SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any.

1.	General Conditions of Contract to CPWD Works - 2023	As per section-I
2.	Special Conditions	As per section-II
3.	Particular Specifications	As per section-III
4.	Annexure	Page No.....

### SCHEDULE 'E'

Reference to General Conditions of Contract.....

Name of Work:	RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONYSECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH		
i)	Estimated Cost of work:	Rs.543.71 Lakh	
ii)	Earnest Money: -	Rs.10,87,421/-	
iii)	Performance Guarantee (e-PBG)	Condition no. 31 at Page No.7 valid upto 48 months beyond the stipulated date of completion. (The requisite PG should be of full amount. PG if submitted, in parts will not be accepted)	
	Mode of Performance Bank Guarantee	For works costing upto Rs. 20.00 Lakh	Offline PBG
		For works costing above Rs. 20.00 Lakh	Electronic PBG only

iii) Security Deposit 2.50 % of running as well as final bill

Note:-

EPBG and security deposit shall be retained till completion of defect liability period.

Contractor

Witness

Executive Engineer

## SCHEDULE 'F':-

GENERAL RULES & DIRECTIONS	Officer inviting tender:-  Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	Executive Engineer Road Division No.1  As per clause 12 (Detail given below)
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The following expression shall unless the context otherwise require have the meanings hereby specifically assigned to them:

1 Executive Engineer	Executive Engineer Road Division No.1 Chandigarh Or Successor thereof.
2 Superintending Engineer	Superintending Engineer (B&R) Circle, Chandigarh Or Successor thereof
3 Chief Engineer	Chief Engineer, Municipal Corporation, Chandigarh Or Successor thereof
4 Delhi Schedule of Rates (DSR)	DSR-2023 with upto date corrections/amendments
5 CPWD Specifications	CPWD Specifications with upto date amendments.

## DEFINITIONS: -

Engineer-In-Charge	Executive Engineer
Accepting Authority for original works & Mtc. works	<b>Executive Engineer :</b> For works costing upto Rs. 15 Lakh
	<b>Superintending Engineer :</b> For works costing above Rs. 15 Lakh and upto Rs. 90 Lakh
	<b>Chief Engineer :</b> For works costing above Rs. 90 Lakh and upto Rs. 200 Lakh
	<b>CMC :</b> For works costing above Rs. 200 Lakh to any limit
Percentage on cost of materials and labour to cover all overheads & profits	10%
Standard Schedule of Rates	Delhi Schedule of Rates 2023
Department	Building and road Wing of Municipal Corporation, Chandigarh
Standard CPWD Contract Form:-	CPWD Form 7/8

## Clause-1:-

- (i) Time allowed for submission of PERFORMANCE GUARANTEE after date of issue of letter of acceptance : 7 days of issue of the letter of acceptance (letter of intent).
- (ii) Maximum allowable extension with late fee @0.1% per day of performance Guarantee amount beyond the period as provided in (i) : 1 to 7 days

## Clause -2:-

Authority for fixing compensation Under clause-2.	Executive Engineer
Whether clause-2A shall be applicable.	No

## Clause-5:-

Number of days from the date of issue of letter of acceptance for reckoning date of start	From the date of allotment
Mile Stone(s):-	Refer Para (A) Table of Milestones Page No.....
Time allowed for execution of work	6 Months

Contractor

Witness

Executive Engineer

**Authority to decide extension of time :**  
(As per CMC O/o No. 44 Dt 24.05.2024)

**Executive Engineer :** UptoRs. 15.00 Lakh  
**Superintending Engineer :** UptoRs. 50.00 Lakh  
**Chief Engineer :** Above Rs. 50.00 Lakh

**Clause-6**

Applicable

**Clause-7:-**

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Refer Para (B) Table of Milestones

**Clause- 8:-**

**Clause- 8.1 Discrepancies and Adjustment of Errors**

In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:-

- i) Description of Schedule of Quantities/ Nomenclature of item(s)
- ii) Particular Specifications and Special Conditions, if any
- iii) Drawings
- iv) CPWD Specifications
- v) Indian Standard Specifications of B.I.S

**Clause-8.2**

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

**Clause-8.3**

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Clause-10A:-**

List of testing equipment to be provided by the contractor at site lab:

As per directions of EIC to fulfill the requirements of work.

**Clause-10-B (i).**

Whether clause 10-B (i) shall be Applicable

**Not applicable.**

**Clause-10-B (ii).**

Whether clause 10-B (ii) shall be applicable

**Not applicable.**

**Clause-10C:-**

Component of labour expressed as percent of total value of work.

**Not applicable.**

**Clause-10-CC:-**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period

**Not applicable.**

**Clause-11:-**

Specifications to be followed for Execution of original work

C.P.W.D. Specifications/Relevant IS code

**Clause-12:-**

Clause-12(a) Accord sanction of substituted items.

Appropriate clause of CPWD Works Manual 2024.

Clause 12(b) Accord sanction of extra items

-do-

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work

-do-

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works

-do-

Contractor

Witness

Executive Engineer

- Clause-16:-** Competent Authority for deciding reduced rates. As per appropriate clause of CPWD Works manual 2024 with latest amendments
- Clause-18:-** List of mandatory machinery tools & Plants to be deployed by the Contractor at site. Up to date/As applicable
- Clause-25:-** **Settlement of Disputes & Arbitration** : **Re-carpeting Work**  
Applicable as per provision of GCC/CPWD Works Manual with latest modifications

**Clause-36:-**

Sr. No.	Minimum qualification of technical representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from contractor in the event of non-deployment
1.	More than 5 to 10 crore	Graduate Engineer or Diploma Engineer Holder	Project manager  Project planning/ quality/Site/billing Engineer	5 (and having experience of one similar nature of work) 2 or 5 respectively	1  1+1	Rs.25000/- per month  Rs. 15000/- per month per person
2.	More than 1.5 to 5 crore	Graduate Engineer or Diploma Engineer Holder	Project Manager cum planning/ quality/Site/billing Engineer	2 or 5 respectively	1+1	Rs. 15000/- per month per person
3.	More than 15 lac to 1.5 Crore	Graduate Engineer or Diploma Engineer Holder	Project Manager cum planning/ quality/Site/billing Engineer	2 or 5 respectively	1 of major component	Rs. 15,000/- per month per person

In Projects more than 10 crore, the staff will be provided as per Annexure 20 of CPWD Manual.

Clause- 42			
42-(i)	a)- Schedule / Statement for determining theoretical quantity of cement	: -	Delhi Schedule of Rates 2023 with latest amendments
42-(ii)	Variations permissible on theoretical Quantities.	: -	
A (i)	Cement for works with estimated cost put to tender for more than Rs. 5 Lacs	: -	2% plus /minus
(ii)	Cement for works with estimated cost put to tender for less than Rs. 5 Lacs	: -	3% plus /minus
iii)	Steel reinforcement and structure steel sanctions for each diameter section and category		2% plus /minus
iv)	Paver Blocks Work/ all other material	: -	As per NIL
v)	Bitumen of all work		0.3% Plus/Minus

Contractor

Witness

Executive Engineer

**DNIT for the work of :-**

**RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH**

**SECTION – I:**

**GENERAL CONTRACT CONDITIONS**

**1.0 GCC – 2023 (General Contract Conditions):**

For various clauses of the contract, GCC -2023 of CPWD with upto dated amendments will be applicable. It may be noted by the Contractual Agencies that General Contract Conditions have been issued separately for Original and Maintenance works by CPWD. However for EPC projects, separate GCC 2023 for EPC contracts shall be applicable.

\* \* \* \* \*

**SECTION – II:  
SPECIAL CONDITIONS**

2.1 Municipal Corporation Chandigarh reserves the right to verify the particulars furnished by the applicant/ firm/ contractor independently. If any information furnished by the applicant is found incorrect at a later stage, the firm/ contractor shall be liable to be debarred for future tendering in Municipal Corporation Chandigarh.

2.2 Any aspect not covered under the DNIT/agreement shall be applicable in accordance with the relevant clause(s) of the CPWD Works Manual with upto date amendments.

2.3 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 as the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractors 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 equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE in-charge of major & minor component(s), 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 contractors.

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.

**2.4 DISCIPLINARY ACTIONS.**

2.4.1 The bidders enlisted by the MCC shall have to abide by all the Instructions of Enlistment authority and also by the terms and conditions of the Contract document /bidding document. He shall have to execute the works satisfactorily as per specifications and standards, in time and as per laid down quality. The Enlistment authority /Chief Engineer, Municipal Corporation, Chandigarh shall have the right to demote a contractor to a lower class, suspend business with him for any period, debar him or remove his name from the approved list of contractors after issue of show cause notice and recording the findings after hearing him. The decision of the Chief Engineer shall be final and binding on the contractor. The following actions of the contractor shall, in general, make him liable to disciplinary actions:-

**i) Demotion to a lower class:** The contractor shall be liable to demotion to a lower class, by the Enlistment Authority, if he:

(a) Fails to execute a contract or executes it unsatisfactorily or is proved to be responsible for constructional defects/ deficiencies; or (b) No longer possess adequate equipment and machinery, technical personnel or financial resources; or (c) is litigious by nature; or (d) Violates any important condition of contract; or (e) is responsible for a conduct which may justify his demotion to a lower class; or (f) Any other reason which in view of the Enlistment Authority is adequate for his demotion to a lower class.

**ii) Debarring/Suspension of business:** The Enlistment Authority/Chief Engineer, Municipal Corporation, Chandigarh may debar/suspend business with the contractor enlisted with MCC / bidder for a period upto two (2) years in the following events after having received reports from more than one officer or at more than one occasion from individual officer of Municipal Corporation, Chandigarh:

(a) Adverse report related to adverse performance;

(b) Misbehavior, direct or indirect involvement in threatening departmental officer/ official;

(c) Making false complaints, filing legal suites for frivolous reasons;

(d) Hampering tender process or execution of contract;

(e) Any act, omission or commission etc. damaging the reputation of the department or departmental officer/ official;

(f) Having failed to take up the work after allotment on two occasions;

(g) Any other complaint considered fit by the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh.

Contractor

Witness

Executive Engineer

In addition to above the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh may also debar/suspend business with the contractor in case the contractor fails to comply with the instructions/conditions of the bidding document which provide for debarring of the Contractor during the bidding process.

The decision taken shall be posted on the web site of Municipal Corporation, Chandigarh and Chandigarh Administration.

iii) **Blacklisting/Removal from the approved list:** The name of the contractor may be removed from the approved list of contractors, by the Commissioner, Municipal Corporation, Chandigarh, if he:

- (a) Has been involved in misappropriation of government monies; or
- (b) Is convicted for an offence involving corruption or any other serious act or conduct etc.; or
- (c) Has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- (d) Is proved to be responsible for constructional defects in more than one work; or
- (e) Has executed two or more works which were found to be substandard during the course of departmental enquiry against delinquent officials; or
- (f) Ceases to fulfill eligibility criteria based on which enlistment/ revalidation was allowed; or
- (g) Persistently violates any important conditions of the contract; or
- (h) Fails to abide by the conditions of enlistment; or
- (i) Is found to have given false particulars/material concealment or suppression of facts or misrepresentation of facts at the time of enlistment or in the process of tendering; or
- (j) Has indulged in any type of corrupt, fraudulent, coercive, undesirable or restrictive practice in the tendering process; or
- (k) Advancing a claim on the basis of forged documents; or
- (l) Changes in constitution of the firm or individuals or changes the name of the firm/company without prior approval of the department or
- (m) Changes permanent address/business address without intimation to the department; or
- (n) Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- (o) Persistently violates the labour regulations and rules; or
- (p) Is involved in complaints of serious nature received from other departments which prima facie appear to be true; or
- (q) default in settlement of tax dues like income tax, contract tax, GST, octroi, duties, levies, labourcess etc.; or
- (r) Any other case or situation involving national security.
- (s) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- (t) Sale or supply of spurious or adulterated or prohibited drugs, food stuff or any such item involving the public health and public safety.

The Commissioner, Municipal Corporation, Chandigarh shall decide the case within one month of the issue of notice to the contractor after hearing the contractor, officers concerned of the Municipal Corporation, Chandigarh and recording the decision in writing. If any of the charges are established, the Commissioner, Municipal Corporation, Chandigarh shall decide the period exceeding three years or in perpetuity depending on the extent, magnitude or culpability of conduct requires stern action (Note: The removal of name of the contractor from approved list for a particular period, shall amount to black listing for the said period.)

iv) **Appeal:** Aggrieved by the order of the Enlistment Authority /Chief Engineer, Municipal Corporation, Chandigarh in any disciplinary action described above, an appeal may be preferred within 30 (thirty) days from the date of communication of such orders, to the next higher authority i.e. Commissioner, Municipal Corporation, Chandigarh/ Secretary Local Government, Chandigarh Administration. The Appellant Authority may, after hearing the appeal, confirm, vary or reverse the order appealed from and may pass such orders as may deem fit as per the merits of the case after giving an opportunity of being heard to the appellant, officer concerned of the department. The decision of the Appellate Authority shall be final and binding.

v) Notwithstanding anything above, the provision of any rules/orders issued separately towards disciplinary action by Municipal Corporation, Chandigarh shall be applicable for contractors.

vi) **The policy on "POLICY ON BLACKLISTING, 2009"** issued vide Finance Department, Chandigarh Administration Notification No. 1927-F& PO (3)-2009/1170 dated 27.02.2009 shall also be applicable in case of failure /default in meeting the contractual obligations.

## 2.5 GENERAL

- 2.5.1 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 1.7.5 of Schedule F at Sheet No. II - 4 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.
- 2.5.2 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 upto 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.**
- 2.5.3 **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).
- 2.5.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 2.5.5 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 2.5.6 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.
- 2.5.7 Equipment like concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-charge, the same are no longer required at site work. The contractor his agents/representative workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.

Contractor

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Contractors shall study the soil investigation report for the site available in the office of the Engineer-in-Charge and satisfy about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy of incorrectness of the soil data supplied by the department shall be entertained.

The contractor 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 material by the contractor the same shall be provided improved and maintained by the contractor at his own cost.

Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

The contractor shall take all precautions to avoid accidents by exhibition necessary caution board day and night speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.

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 building roads compound wall services etc. are to be constructed.

- 2.5.7.1 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 equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 2.5.8 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 drawings.
- 2.5.9 The 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.
- 2.5.10 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.
- 2.5.11 The contractor shall execute 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 an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 2.5.12 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 2.5.13 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.
- 2.5.14 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.
- 2.5.15 The contractor shall be responsible for the watch and ward / guard of the buildings/services, 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.
- 2.5.16 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.
- 2.5.17 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.
- 2.5.18 The excavated surplus earth shall be disposed off by the contractor as per directions of Engineer-in-Charge.
- 2.5.19 Intensive Examination by C.T.E. and QPR:

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 Engineer in charge and agency/ Contractor shall responsible for compliance of the observations raised by the Chief Vigilance Officer/Chief Technical Examiner including any recoveries proposed thereof. In this regard the revised Guidelines issued by CVC vide Circular No. 19/09/22 Dated: 05/09/2022 shall be followed.

Contractor

Witness

Executive Engineer

Quarterly progress report: the monetary limit for reporting the procurement contracts in QPRs are as below:-

Nature of Contract		Value
<b>Category-I</b>		
1.	Civil Works	Rs. 5 crore & above
2.	Turnkey works contract	
3.	Store & Purchase (any type including stationery)	
4.	Public Private Partnership (PPP) – (Cost/Revenue)	
5.	Sale of goods/scrap/land etc.	
<b>Category-II</b>		
6.	Electrical/Mechanical/Electronics Instrumentation/Telecommunication/IT Works Contract	Rs. 1 crore & above
7.	Medical Equipment	Rs. 50 lakh & above
8.	Consultancy Service Contract	Rs. 1 crore & above
9.	Non-consultancy service contract (Non-consultancy services shall be defined in Manual for Procurement of Consultancy & other services issued by D/o Expenditure)	Rs. 1 crore & above
<b>Category-III</b>		
10.	Horticulture work	Rs. 10 lakh & above
11.	Supply of medicine	Four high value contracts

- 2.5.20 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- All lifts & all heights, floors including terrace, leads and depths.
  - All labour, material, tools and plants and other inputs involved in the execution of the item.
  - Any of the conditions and specifications mentioned in the tender documents.
  - Performance test of the entire installation(s) before the work is finally accepted.
  - All incidental charges for cartage, storage and safe custody of materials brought to site.
- 2.6 **TESTING OF MATERIAL: -**
- 2.6.1 Samples of materials required for testing shall be provided free of charge by the contractor. All other expenditure required to be incurred for taking samples; conveyance, packing etc. shall be borne by the contractor himself.
- 2.7 **SECURITY**
- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 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.
- 2.8 **LABOUR AND SECURITY**
- 2.8.1 Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.
- 2.8.2 Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.
- 2.8.3 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- 2.8.4 The contractor and his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (herein after referred to as "Administrator")
- 2.8.5 The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workman, agents / representatives.
- 2.8.6 Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & upto 7 AM if the site conditions / circumstances so demand with prior written permission from the Competent Authority. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- 2.8.7 Normally contractor's material / vehicles etc shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the Competent Authority.
- 2.8.8 In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

**2.8 TRANSPORTATION AND OFFICE INFRASTRUCTURE:**

2.8.1 In order to complete the work within the scheduled time if the contractor shall be required to do the work in more than one shift and accepted by the department the contractor will provide vehicular facilities to the CPWD site staff to reach the site and their residence at his own cost for their services required beyond the normal office hours. In case the contractor fails to provide the facilities Engineer-in-Charge shall be at liberty to make the arrangement themselves and deduct the respective cost from the contractor's bills.

**2.9 PROGRAM CHART: -**

2.9.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval of the Engineer-in-Charge within **10 days** of the issue of letter of acceptance for the contract (LOI).

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

2.9.3 **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 / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.

2.9.4 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.

2.9.5 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.

**2.10 PROGRESS AND MONITORING OF WORK:**

Contractor shall give the Engineer-in-Charge on the 10<sup>th</sup> day of each month, progress report of the work done during the previous month. Such progress report will include the project progress summary, work progress (planned v/s. actual), PERT chart, milestone status, financial progress status, manpower deployment status, important materials consumed, materials at site at the beginning of the month, materials consumed during the month and the balance quantities at the end of month and progress of the work stating the reasons for shortfall, if any including the steps and measures to be taken for making good the shortfall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

**2.11 SAMPLE OF MATERIALS: -**

2.11.1 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 are 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 & fittings with upto date amendments 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 / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.

2.11.2 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.

2.11.3 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.

2.11.4 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.

**2.12 CEMENT**

The contractor shall procure 43 grade ordinary Portland cement and/ or Portland Pozzolana cement ( Fly ash based), required in the work from reputed manufacturers of cement as per the approved marked in 50 kg bags bearing manufacturer's name and ISI marking, along with manufacturer test certificate for each lot. Portland Pozzolana Cement is however not be used for RCC works.

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. The cement for such testing purpose shall be supplied by the contractor free of charge, In case the result indicates that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time or written order from the Engineer-In-Charge to do so, The cost of tests shall be borne by the contractor/department in the manner indicated below:

- i) By the contractor, if the result shows that the cement does not conform to relevant BIS codes.
- ii) By the department, if the result shows that the cement conforms to relevant BIS code.

Contractor

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- OPC/PPC shall be brought at site in bulk supply of approximately 30 tonnes or as decided by the Engineer-In-Charge
- OPC/PPC bags shall be stored in separate go-downs. Separate go-downs for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in CPWD specifications having weather proof roofs and walls. The size of the cement go-down is indicated in the sketches for guidance. The actual size of go-down shall be as per site requirement and nothing extra shall be paid for the same. Each actual go-down shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-In-Charge of the work so that the cement is issued from go-down according to the daily requirement with the knowledge of both parties. The account of daily receipt and issued of cement shall be maintained in a register in the prescribed Performa and signed daily by the contractor or his authorized agent and Engineer-In-Charge or his authorized representative in token of its correctness. The day to day receipt and issued accounts of different grade/brand of cement shall be maintained separately in the standard Performa by the contractor or his authorized representative who shall be duly signed by the authorized representative of the Engineer-In-Charge before issue to the work on day to day basis. The capacity of each cement go-down shall be 1000 bags of cement or more as decided by the Engineer-In-Charge and shall be constructed by the contractor at site of work and at the site of batching plant for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement go-downs. The contractor shall facilitate the inspection of the cement go-down by the Engineer-In-Charge at any time.
- The actual issue and consumption of cement on work shall be regulated and proper accounts.

2.13 Consultant for Quality Control:-

To take action as per provision in CPWD Manual 2025, SOP No. 5/16: Outside/Independent Testing Facilities for the road works amounting **more than Rs. 50.00 Lac** the contractor shall employ a competent quality control consultant engineer with prior approval of Superintending Engineer (B&R) M.C., Chandigarh to produce quality works, who will carry out relevant quality control test as per latest MORTH specification at plant as well as at site during execution of work. The charge to be consultant **upto 0.50 -1.00%** of the contract amount will be deducted from the running payments of the contractual agency and paid directly to the consultant by Engineer-In-Charge. The payment to the quality control consultant shall be made by the engineer-in-charge direct as per the copy of the agreement supplied by the contractor. This payment will be recoverable from the contractor. The consultant instruct the contractor for production of quality work at all stages and shall maintain records, reports and test result so as to indicate the extent of quality achieved. The consultant will also supply a copy of all these reports, test and checks with his without which no payment shall be made. The engineer-in-charge can also order the change of consultant if in his opinion they are not performing competently. The engineer-in-charge will be free to conduct surprise, random of in-situ checks so as to have cross check on quality. In case the contractor fails to employ for the whole or part of the period of execution a quality control consultant, the engineer-in-charge may order employment of a consultant at the cost of contractor or may order the departmental staff of carry out the quality checks and deduction at the rate of 1.5% of the total cost of work shall be deducted from each Bill of the contractor even if the actual expenditure incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the contractor regarding quality and he shall remain liable for any defect in the execution. Quality control cell of M.C. Chandigarh may inspect the carpeting work to Assessed the quality of various bitumen items as per tender requirement. In case of non-Compliance the recovery @2% of contract agreement amount or actual expenditure incurred for carrying out quality control test/ engaging consultant by Engineer-In-Charge, whichever is higher shall be made Municipal Corporation Chandigarh. MC may engage Third party Consultant which may be quality control wing U.T Administration, Punjab PWD (B&R) PEC, NITTTTR or any other Govt. Agency for cross checking the result of quality control test reported by the consultant, the charges of which shall be borne by Municipal Corporation Chandigarh.

Executive Engineer  
Roads Division No.1  
M.C. Chandigarh.

Contractor

Witness

Executive Engineer

**DNIT for the work of:-**

**RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH**

**SECTION – III :**

**SCOPE OF WORK, PARTICULAR SPECIFICATIONS AND TECHNICAL TERMS & CONDITIONS**

**3.1 SCOPE OF WORK:**

The schedule of various items and their quantities are as per BOQ attached in the DNIT. The quantities may vary as per site requirements.

**3.2 BIDDING CAPACITY:**

The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

$$\text{Bidding Capacity} = \{[A \times N \times 1.5] - B\}$$

Where, A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.

N = Number of years prescribed for completion of work for which bids have been invited.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

**Note: (i) The bidder should submit bidding capacity as per Form 'C-3'.**

**(ii) Turnover during last seven years should have been certified by Chartered Accountant with UDIN.**

**FORM 'C'-3**

**Calculation of bidding capacity**

**Details of existing commitments and ongoing works.**

S. No.	Name of work/project and location	Owner or sponsoring organization	Contract value in crore of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100-column 7)	Existing commitment: Col 4 x col 8 / 100	Name and address/teleph one number of officer to whom reference may	Remarks
1	2	3	4	5	6	7	8	9	10	11
Total (B)					= Rs.....					
Maximum turnover in last seven years					= Rs.....					
Updated value of turnover (A)					= Rs.....					
No. of years (N)					= .....					
Bidding Capacity= {[AxNx1.5]-B}					= Rs.....					
<b>CERTIFICATE:</b>										
I certify that all the awarded and ongoing works have been included in the above list.										
<b>Signature of Bidder (s)</b>										

**3.6 Intimation of Digging on CBuD app:**

Before start of any excavation work on Road portion i.e. before making any Road cut at site, the prior information of the scheduled taking up of the work on stipulated date & time, shall be uploaded on CBuD application (Call before u dig). For this purpose the contractor/executing Agency shall mandatorily get it/themselves registered on the CBuD app. The concerned field staff of the Department should also be registered on this App for uploading the requisite information of digging from time to time. In case of non-compliance, the same shall attract penal action against the defaulter(s).

**3.7 TECHNICAL TERMS & CONDITIONS :**

1. The work shall be carried out as per CPWD/IS specifications with latest edition amended up to date.

Contractor

Witness

Executive Engineer

2. The agency will provide **caution tapes/ signs** around the work/ excavated trenches / pits, manholes / *roof edges* etc. with his own cost otherwise 1% (one percent) Penalty of total work will be deducted and in case of any mishap due to non-providing the cautionary measure, the agency will be responsible for the same.
3. The excavated surplus earth will have to be removed and disposed of as directed by the EIC so that surplus soil may not cause inconvenience to the public. In case contractor fails to do so then the same will be removed by the concerned Road Division by giving due notice and the amount for the same at double the rate will be recovered from the contractor.
4. As per CE MC Chandigarh Office order No. 37 Dated 12.04.2024 & in compliance of C&D Waste Management Rule-2022 issued vide notification no. FII(9)-2022/1533 dated 01.02.2022 by Chandigarh Administration, "All the dismantled left over malba/debris/C&D Waste generated at site of work to be disposed off to C&D Processing Plant at Industrial Area, Phase-1, Chandigarh by the contractor/agency. Receipt regarding disposal of C&D Waste at C&D Plant to be submitted by contractor to concerned Municipal Corporation, Chandigarh staff i.e. SDE/J.E. The Junior Engineer-in-Charge of the work will certify that all C&D Waste material generated at work has been disposed off at C&D Waste Plant in Industrial Area, Phase-I in every bill payable to contractual agency."
5. No material of any kind (except available in C&D plant) will be issued to the contractor by the Department for execution of the work.
6. All the amendments issued on the current DSR received even upto date of receipt of tender will be applicable on the contract although those may have been omitted in the DNIT.
7. The contractor or his authorized representative should always be available at the site of work to take instructions from the Departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
8. Any material left at site one month after completion of work shall become the property of department and no payment shall be made to the contractor for the material.
9. The bidder should have own Batch Type Hot Mix Plant fitted with centralized control panel and electronic load sensor at Chandigarh or within distance of 40 kilometer from the Municipal Corporation office, Sector 17, Chandigarh.
- 9a. UNDERTAKING regarding Batch Type Hot Mix Plant shall be uploaded with bid under the folder 'A'.
10. **DEFECT LIABILITY PERIOD (DLP) for bituminous works of recarpeting/ improvement of riding surface quality works:-**
  1. **Defect liability period:-**
    - The Defect Liability Period for bituminous road works shall be **36 months** from the date of completion of respective road/ parkings.
    - During this period, the contractor shall be responsible for rectifying any defects or failures in the bituminous work arising out of poor workmanship, use of inferior materials, or improper construction as per directions of Engineer-in-Charge.
  2. **Scope of Defects Covered**  
The defects covered under this period typically include all the roads/ parkings pot holes/ patchwork free from deteriorated surface and are not limited to:
    - Cracking, rutting, potholes, or surface disintegration.
    - Weak bonding between layers.
    - Drainage failures due to improper slope.
    - Defects caused by inadequate compaction or curing.
    - Any material or structural defects leading to premature failure.

The decision of Engineer-in-Charge in this regard shall be final and binding on agency to repair the defects within stipulated time per agreement..
  3. **Rectification obligations**
    - The contractor shall, at their own cost and within the maximum allowed period of 21 days by Engineer-in-Charge from the date of issue of notice by the Engineer-in-Charge to carry out requisite repairs, replacements, or maintenance within stipulated period to the entire satisfaction of Engineer in Charge to avoid any penalties.
    - All materials used for defect rectification shall conform to the approved specifications.
    - Failure to rectify defects within the stipulated time may result in the Municipal Corporation undertaking repairs and recovering costs from the contractor's performance security on penal rate @ double of expenditure/ estimated amount.
    - Any defect occurring during the DLP must be rectified by contractor without additional cost to the Municipal Corporation, Chandigarh.
  4. **Performance Security**
    - A performance security, typically 5% of the contract value, shall also be retained during the DLP.
    - The security amount shall be retained till satisfactory completion of the Defect Liability Period and upon certification by the Engineer-in-Charge.
    - Further more if penal amount comes in excess of amount available, the same shall be deducted from any other work being executed by the agency in Municipal Corporation Chandigarh/ Chandigarh Administration or any other State/ U.T. Govt.
5. **Inspection and Certification**
  1. The Engineer-in-Charge and his authorised SDE shall inspect the works periodically and issue defect notices if faults are observed on the surface.

Contractor

Witness

Executive Engineer

2. Final certification for the completion of the DLP shall be provided after satisfactory rectification of all defects by the agency.
11. The Bitumen Shall be arranged by the Agency himself from IOCL, HPCL and stock of the same shall be checked with proof of its purchase by the Engineer-In-Charge
12. The Contractor Shall propose different Size of percentage of coarse and fine aggregate along with bitumen which shall be termed as Job mix Formula from Govt./Approved laboratory at his own cost confirming to provision to clause 505.3.3/ 507.3.3 of MORT&H specifications and the same shall be got approved from Engineer-In-Charge.
13. The percentage of bitumen for bituminous surface course as mentioned in the description of items is only for the reference of Contractor to quote their rates. However, actual percentage of Bitumen shall be as per approved job mix formula. The variation in actual percentage of bitumen used shall be assessed and payment adjusted up and down accordingly. The permissible variation from the job formula shall be as per table no. 500-13 of MORT&H (Ministry of Road Transport and Highways) specification, if the variation of various ingredients is more than permissible, the work is liable to be rejected. In case the actual consumption of bitumen (based on extraction test) is less than the approved job mix formula but within the permissible limits, then the recovery shall be made on account of less quantity of Bitumen used. However, if the actual consumption of Bitumen based on extraction test is more than the job mix formula but within the permissible limits, then nothing extra shall be paid on account of excess of bitumen used than job mix formula.
14. The work has to be executed mechanically for which the following major machinery is required to be deployed by the contractor and should be in the own name of Agency. ✓
  - a). Excavator- cum -Loader and dumpers/Tipper for excavation and disposal of excavated earth and road material.
  - b) Batch type Hot Mix Plant fitted with centralized control panel and electronic load sensor.
  - ✓ c) Mechanical paver finisher.
  - d) Wet mix macadam mixing plant along with necessary equipment.
  - e) Static and vibratory roller.
15. The Contractor shall establish a field Laboratory at site of work /Plant site for carrying out tests for quality control as per clause 900 of MORT&H specifications (latest revision as on date)
16. If due to over heating or under heating of bitumen proper mixing is not obtained then such work shall be rejected and shall have to be removed and re-laid. No extra payment on this account will be allowed.
17. The contractor shall start laying work only after achieving the required mixing and temperature of the mix and same shall be got duly checked from Engineer- in-charge or person authorized by the Engineer-in-charge.
18. Surface of tack coat shall be swept clean and free from dust and any extraneous material with higher pressure air jet or by other means as directed by the Engineer-in-charge.
19. Any error in Description, Quantity or Rate in Schedule of Quantities or any omission there of shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the work comprised therein according to drawing and specifications or from any of his obligations under the contract.
20. If there are varying or conflicting provision made in any documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the interpretation of the document and his decisions shall be final and binding on the contractor/agency.
21. **MCC will deploy NITTTR or any Govt. organization for third party Quality check, 0.35% of contractual amount for quality check shall be deducted from the payment of contractual agency.**
22. The Chief Technical Examiner on behalf of the Engineer-in-charge can also inspect the work during its progress and agency shall be responsible for Compliance of observations raised by Chief Technical Examiner.
23. It shall be ensured prior to actual execution that the borrow area material to be used in the sub-grade satisfies the requirement to design CBR (not less than 5% under soaked condition)
24. Sub-grade shall be compacted and finished to design strength consistent with other physical requirements. the actual laboratory CBR value of constructed sub-grade shall be determined on remolded sampled IRC 37-19874 shall be referred for details.
25. The thickness of the sub -grade shall be completed to achieve at least 90% of MDD at OMC.
26. The agency should establish computerized bitumen control equipment at plant to supply bitumen content of mix slip with every vehicle during execution of work.
27. For bases and surface courses (Bituminous), the material mix design and construction operation shall confirm the section-500 of MORT&H specifications.
28. Contractor is not at liberty to remove from site of work any material which has been issued to him for use on the work without written permission of the Engineer-in- Charge.
  - 1) In case of failure or default in the performance or responsibilities or branch of terms and conditions of DNIT or agreement, action as per "Policy on blacklisting, 2009" issued vide Finance Department Chandigarh Administration Notification No. 1927-F&PO (3)-2009/1170 dt. 27.02.2009 shall be taken.
  - 1/1) All departments will include a clause of black listing with reference to this policy in their terms and conditions of DNIT or contract or MOU or any such relevant documentation.
  - 1/2) No company/Firm/Agency/Person or any legal dealing with Chandigarh administration shall be black-listed unless there is an enabling provision to that effect in the detailed notice inviting tenders or contract MOU or any such documentation where such term and conditions have been agreed upon.

Contractor

Witness

Executive Engineer

- 1/3) In normal circumstance black-listing can be resorted to by the competent authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of term and conditions of DNIT or MOU or any agreement or contract as the case may be before an order to the effect of black-listing is passed on opportunity of being heard shall be afforded.
- 1/4) After affording an opportunity, the competent authority shall pass a speaking order which shall be duly conveyed to all concerned.
- 1/5) The competent authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
- (i) Dishonest/fraudulent/ Sharp practices indulged in by the party concerned.
  - (ii) Misappropriation of government monies.
  - (iii) Advancing a claim on the basis of forged documents.
  - (iv) Sale of supply of spurious or adulterated or prohibited drugs, food stuff or any such items involving the public health and public safety.
  - (v) Material concealment/ suppression of facts or gross misrepresentation facts.
  - (vi) Conviction for an offence involving corruption or any other serious act or conduct etc.
  - (vii) Any other case or situation involving national security.
29. The Chief Technical Examiner on behalf of the Engineer-in-charge can also inspect the work during its progress and agency shall be responsible for compliance of observations raised by Chief Technical Examiner.

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### 30. SPECIAL CONDITION FOR ROAD WORKS

1.	It shall be ensure prior to actual execution that the borrow area material to be used in the sub-grade satisfies the requirement to design CBR (not less than 5% under soaked condition).
2.	Sub-grade shall be compacted and finished to the design strength consistent with other physical requirements. The actual laboratory CBR values of constructed sub grade shall be determined on remolded sampled IRC 37-19874 shall be referred to for details.
3.	The thickness of the sub grade shall be completed to achieve at least 97% of MDD at OMC.
4.	The work has to be executed mechanically for which the following major machinery is required to be deployed by the contractor and should be in the own name of Agency 1.Mechanically paver finisher with vibratory system in screed. 2.Wet mix macadam mixing plant along with necessary equipment. 3.Static/Vibratory roller. 4.Excavator- cum -Loader and dumpers/Tipper for excavation and disposal of excavated earth and road material. 5.Batch type Hot Mix Plant fitted with centralized control panel and electronic load sensor.
5.	The contractor shall establish a field laboratory at site of work/plant site or carrying our tests for quality control as per clause 900 of MORT&H.
6.	The contractor shall take all measures for the safety of traffic during construction and provide, erect and maintained such barricades including signs, markings, flags, lights and flagman as necessary at either end of excavation/embankment and at such intermediate points as directed by Engineer-In-Charge for the proper identification of construction area. He shall responsible for all damages and accidents caused due to negligence on his part. Nothing extra shall be payable on this account. The Engineer-In-Charge will assist the contractor for diverting the traffic with the help of local police.
7.	The temporary warnings lamps shall be installed at the barricade during the hours of darkness and kept it all times during these hours.
8.	The bitumen shall be arranged by the agency himself from govt approved source and stock of the same shall be checked with proof of its purchase from Engineer-In-Charge.
9.	The contractor shall propose different size and percentage of coarse and fine aggregate along with bitumen which shall be termed as job mix formula from govt approved laboratory at his own cost confirming to provision to clause 507.3.3 of MORT&H specification and the same shall be got approved from Engineer-In-Charge.
10.	For bases and surface courses (bituminous), the material mix design and construction operation shall confirm the section 500 of MORT&H specification.
11.	The contractor shall start laying work only after achieving the required mixing and temperature of the mix and the same shall be got duly checked by Engineer-In-Charge or authorized by Engineer-In-Charge.
12.	If due to over heating or under heating of bitumen proper mixing is not obtained then work shall be rejected and shall have to be removed and re-laid. No extra payment on this account will be allowed.
13.	Surface of tack coat shall be swept clean and free from dust and any extraneous material with higher pressure air jet or by other means as directed by the Engineer-In-Charge.
14.	The percentage of bitumen for bituminous surface courses, as mentioned in the description of items is only for the reference of contractors to quote their rates. However, the actual percentage of bitumen shall be as approved job mix formula. The variance in actual percentage of bitumen used shall be assessed and payment adjusted up or down accordingly. The permissible variation form the job formula shall be as per table 500.13 of MORT&H specification. If the variation of various ingredients is more than permissible, the work is liable to be rejected. In case the actual consumption of bitumen (based on extraction test) is less than the recovery shall be made on account of less quantity of bitumen used. However, if the actual consumption of bitumen based on extraction test is more than the job mix formula but within the permissible limits, then nothing extra shall be paid on account of excess quantity of bitumen used than job mix formula.

Contractor

Witness

Executive Engineer

15.	The contractor or his authorized representative should always be available at the site of work to take instruction from the departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
16.	Any material left at site one month after completion of work shall become the property of department and no payment shall be made to the contractor for the material.
17.	Contractor is not at liberty to remove from site of work any material which has been issued to him for use on the work without written permission of the Engineer-In-Charge.
18.	The test certificate from factory test lab will be supplied by the agency along with each consignment of material for work. The corporation has every right to collect the sample from the site and get the same tested from reputed Govt. test laboratories at any time on the behest of contractual agency. In case the agency failed to set up the lab where all the physical tests at site and relevant laboratory test can be conducted, then Engineer-In-Charge will get all the relevant tests conducted from govt. approved lab at the risk and cost of the contractual agency, to ensure the quality of work as per DNIT.
19.	Any error in description, quantity or rates in schedule of quantities or any omission there of shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to drawing and specification or from any of his obligations under the contractor.

## 20. CRITERIA FOR PAYMENT/RECOVERY OF DIFFERENCE IN RATE OF BITUMEN.

The Basic rate (exclusive of GST) of straight bitumen of various Grade Bitumen has been taken as

1. VG-10 = Rs. 45679/- Per MT (Rupees forty five thousand six hundred and seventy nine only) (excluding carriage of Bitumen from Refinery).
2. VG-30 = Rs. 46979/- Per MT (Rupees forty six thousand nine hundred seventy nine Only (excluding carriage of Bitumen from Refinery).
3. VG-40 = Rs. 40067/- Per MT (Rupees Forty Thousand And Sixty Seven Only) (including carriage of Bitumen from Refinery).
4. RS-1 Bulk = Rs. 36201/- Per MT (Rupees Thirty Six Thousand Two Hundred And One Only) (including carriage of Bitumen from Refinery).
5. ~~85/25 Bulk = Rs. 41037/- Per MT (Rupees Forty One Thousand And Thirty Seven Only) (including carriage of Bitumen from Refinery).~~

respectively including carriage for analysis purpose and the analytical rates have been prepared after taking the impact of GST as per CPWD instructions/norms. If there is any variation in rate of bitumen to be supplied by the IOC (Indian Oil Corporation) and the payment will adjusted up or down only according to the difference in rate of bitumen by considering the impact of GST as per provision made in the analytical rate/CPWD norms with the condition that extra for increase in rate of bitumen shall be payable only if the bitumen is arranged by contractor within the stipulated period of contract including the justified period extended (extension of stipulated period) under the provision of clause 5 of the contract without any action under clause 2. **(In case of HPCL, if there is any variation in rate of Bitumen supplied by HPCL then the payment will be adjusted up or down according to the rate of difference of bitumen after discount of Rs. 1000/- per MT from basic rate of HPCL bitumen if not reflected on Invoice).** However, if the rate of bitumen decreased at any stage till the completion then deduction shall be made on account of decreases in rate of bitumen. It will be limited to prevailing rates of bitumen at the time of stipulated date of completion or as prevailing for the justified extended period, whichever is less. The contractor shall be required to produce the actual bill of purchase of bitumen.

Contractor

Witness

Executive Engineer

6. No escalation will be paid for the 85/25 Bulk.

The procedure for calculation of escalation/recovery due to increase/decrease in rate of bitumen is given below for reference please.

Assuming basic rates of bitumen (exclusive of GST) Rs. 50,000/- and Rs. 30,000/-

S.No.	Description	VG-10/30	VG-10/30	Remarks
1.	Basic rate as per IOC	50000.00 PMT	40000.00 PMT	Assumed Rate
2.	Discount	-1000.00	-1000.00	
3.	Total	49000.00	39000.00	
4.	Rate as per approved DNIT	45679.00 PMT	46979.00 PMT	
5.	Difference of Rate	3321.00 PMT	-7979 PMT	
6.	GST @ 18%	597.78 PMT	-1436.22PMT	As per AOR
7.	Total	3918.78	-9415.22	
8.	Total Difference	(+) 3918.78 PMT	(-) 9415.22 PMT	
9.	Total to be paid	(+) 3918.78 PMT	(-) 9415.22 PMT	

Escalation/Recovery to be made per MT to be multiplied by total Bitumen Qty in MT.

21. The bitumen carriage taking in AOR in detail estimate. Further no bitumen carriage will be extra paid.

**DNIT for the work of:-**

**RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH SECTION – IV :**

**TERMS & CONDITIONS**

1. The quantity given against such item in the schedule can be reduced or increased by the EIC at any time; no objection from the contractor will be entertained on this account.
2. No claim will be entertained from the contractor in case of mistake in description, rates, units, taken in the schedule during preparation or on account of typing or comparison or over sighting, if there is any mistake in DNIT regarding description, rates, units, taken in the schedule that will be rectified at any stage.
3. The Engineer-in-charge reserves the right to accept or reject any/all tenders without assigning any reason.
4. The contract can be terminated/ revoked without any further notice on any of the following grounds and no claim will be entertained from the contractor as per provision of CPWD Manual/GCC2023: -
  - i) That the services rendered by the contractor are found to be unsatisfactory.
  - ii) For committing breach of any terms and conditions of this contract.
  - iii) On assigning the contract or subletting any part thereof or any benefit or interest therein to any other person.
5. The rates quoted by the firm should be inclusive of all taxes duties, GST and other statutory taxes etc. Any variation in the statutory charges except GST shall be borne by the contractor without any extra cost to the Department. Variation if any, on account of GST shall be recoverable/payable as per actual on receipt of necessary documentary evidence from the Bidder.
6. The tenderer will not be reimbursed for any expenses incurred in preparation for submission of tenders.
7. The Non Refundable TENDER FEE as/wherever applicable shall have to be deposited by the Contractor under Folder-A of the tender, failing which bid will not be accepted.
8. The dispute if any shall be settled only at Chandigarh and decision of Engineer-in-charge shall be final and binding on the contractor.
9. Any dispute /any compensation /any penalty levied upon agency will be the sole responsibility of agency during the contract period. Any dispute arising with other departments will be the liability of the agency; Municipal Corporation will not be responsible for any damage, theft, loss of life, compensation during the contract period.
10. IF THE BIDDER QUOTES 'NIL' CHARGES/PROFIT/CONSIDERATION, THE BID SHALL BE TREATED AS UNRESPONSIVE AND WILL NOT BE CONSIDERED.
11. The contractor shall comply with the provision of the contractor labour (Regulation & Abolition) Act, 1970 and the rules made under as extended by the contractor labour (Regulation & Abolition) Rules, 1974.
12. The Contractor shall be responsible for complying with all the Acts/Rules (including labour law) and regulation of any relevant document organization of State/Centre as applicable to this contract during the period of contract.
13. PERFORMANCE Bank Guarantee:- As per modification made in Para No. 5.2 for CPWD Manual 2024 vide no. DG/Manual-2024/20 dated-27.02.2026 issued by the Authority of Director General, CPWD
  1. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.
  2. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.
  3. Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within prescribed for the time frame submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

As per modification made in Para No. 11 for CPWD Maintenance 2023 vide no. DG/CON/Maintenance-2023/18 dated-27.02.2026 issued by the Authority of Director General, CPWD

Contractor

Witness

Executive Engineer

1. The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F...

**Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. (not withstanding and/or without prejudice to any other provisions in the contract) period specified Schedule 'F' from the date of issue of letter of acceptance.

- (ii) Performance Guarantee:

- (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).
- (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount
- a) The successful tenderer, hereafter referred to as the Contractor, shall deposit Performance Guarantee (PG) in electronic mode only for the due fulfillment of the contract in favour of the Commissioner, Municipal Corporation, Chandigarh.
- b) No splitting of e PBG shall be permitted.
- c) If contractor fails to furnish the prescribed Performance Guarantee within the prescribed period, the earnest money is absolutely forfeited to the Commissioner automatically without any notice.
- d) In case after the award of contract, the time period has to be increased due to site obstacles or so and there is enhancement over the agreement amount, then the amount as well as the validity of Performance guarantee shall have to increase accordingly.
- e) PROVISIONAL EXTENSION OR NORMAL EXTENSION: In case of Provisional Extension OR Normal Extension in contract period is required, the Performance Guarantee shall have to be got extended before the stipulated date of completion for the said extended period.

14. LETTER OF INTENT AND ALLOTMENT LETTER: After the acceptance of the tender in favour of the lowest bidder by the Competent Authority of the Department, the letter of intent shall be issued to the contractor to submit the performance guarantee as per prescribed format in CPWD manual.

15. SECURITY DEPOSIT@ 2.50% would be deducted from the running payments as well as the Final Bill on account of work done.
16. The Department will not be responsible of any compensation in case of any mishap and no claim what so ever shall be entertained for any loss or damages caused by rain, floods or any others natural causes or other act (s) of God.
17. In case of violation of any condition mentioned herein, the contract can be terminated fully or partially in the interest of public as per provision of CPWD Manual/GCC2023 after affording the Agency the opportunity of hearing by issuing a 2 days' notice at its designated address.
18. In the event of material issued by the Department 'FREE OF COST' to the Contractor for bona -fide work, is misused/lost/stolen/damaged or rendered unfit for use while in the custody of the Contractor, he shall be fully responsible for all such losses and shall pay the Engineer-in-Charge at penal rate, to be fixed by the Engineer-in-Charge. In case of any delay of short supply of the above material, no claim or any compensation shall be entertained due to hindrance in the work of labour thus rendered idle.
19. No secured advance or mobilization advance shall be paid by the Department.
20. EXTRA/SUBSTITUTED ITEMS: If any Extra /Substituted Item i.e. non-schedule/ DSR item is required to be carried out by the contractor on the order of the E.I.C. that will be approved by the Competent Authority as per provision in the CPWD Works Manual and relevant clauses.
21. The income Tax and other statutory taxes/charges/GST etc. as applicable as per Govt. Rules from time to time shall be deducted from the contractor's running bills as well as final bill for the work done. However, the exemption wherever applicable as Income Tax Department's Rules, the same will be effected on production of documentary proof/ Certificate from the ITO of the concerned ward/ circle of Income Tax Department.
22. LABOUR CESS as applicable@ 1% shall be deducted from the bills of contractors for the building works and other construction works for welfare of the labour engaged on the contract. For this purpose, it shall be mandatory for the contractor/Agency/firm to get registered with Labour Commissioner UT, Chandigarh under the rules "Payment of labourcess under building and other construction workers (regulation of employment and conditions of services) Act 1996 (with upto date amendments).
23. All deviation beyond permissible limit shall be paid with financial approval of the Competent Authority at the already approved contractual rates for the respective items.

Contractor

Witness

Executive Engineer

24. In the event of not achieving the necessary MILESTONES BAR/ CHART, specified percentage of the tendered value of work will be withheld for failure of each milestone wherever applicable.
25. T.D.S. @1% of Proprietorship firm and 2% of the Contractors/company will be deducted from each and every running /final bills of contract as per instruction of Govt. of India review time to time.
26. The G.S.T. will be deducted @ 2% from each and every running/final bills of Agency/Contractor as per directions issued by Additional Commissioner-II memo No. 8332 dated 26.09.2018 & as per instructions issued by Govt. of India time to time.

  
Sub Divisional Engineer  
Road Sub Divn. No.9,  
Chandigarh

  
DAO  
R-1

  
Supdt.  
R-1

  
Executive Engineer  
Road Division No.1,  
Chandigarh 

DNIT for the work of :-

RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR  
37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET  
B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR  
38 AND SECTOR 40-C, CHANDIGARH

## ANNEXURES

Contractor

Witness

Executive Engineer

## ANNEXURE-II

**Bank Guarantee Format for Performance Security/Fixed Deposit Receipt**

(a single Performance Guarantee/ Fixed Deposit Receipt shall be required to be submitted by the JV/C firm as per tender conditions. The Guarantees shall be accepted only in E-PBG (Electronic Performance Bank Guarantee) as per GFR Rule no. 171. No splitting of guarantees amongst the members of the JV/C firm shall be permitted)

(ePBG Draft Document)

Bank Guarantee Format for Performance Security/ Fixed Deposit Receipt

**For use of Bidder's Bank Only**

Name of Beneficiary: COMMISSIONERMUNICIPALCORPORATIONCHANDIGARH  
(Hereinafter referred to as Beneficiary / Government)  
Unique Identifier (7037): R1591254050  
Name of Division / Department: Bridge and Road Department- Division 1, Municipal Corporation Chandigarh  
Advisory Bank Details: Beneficiary IFSC: ICIC0006591

Date: ..... [ date of issue of BG] (To be filled by issuing bank) .....  
PERFORMANCE BANK GUARANTEE No.: ..... [ guarantee number] (To be filled by issuing bank) .....

PERFORMANCE BANK GUARANTEE Amount (Rs):

Contact No. of Banker:

Bid Number:

Name of Applicant / Bidder:

Guarantor: .... [ name and address of the issuing Bank] (To be filled by issuing bank) .....

1. The Applicant / Bidder named above has entered into above referred contract with the Beneficiary on behalf of Municipal Corporation, Chandigarh for the supply of Goods and / or Services /work as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Bidder to the Beneficiary for due performance of the contract.
2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum **for the sums** not exceeding in total an amount of \_\_\_\_\_ (Rupees ), upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees).
4. We undertake to pay Municipal Corporation, Chandigarh any money so demanded notwithstanding any dispute or disputes raised by Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.
6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/Warranty period and that it shall continue to be enforceable till all the dues of Municipal Corporation, Chandigarh under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.
7. We further agree with Municipal Corporation, Chandigarh that Municipal Corporation, Chandigarh shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contractor to extend time of performance by the said Bidder from time to time or to postpone any time or from time to time powers exercisable by Municipal Corporation, Chandigarh against the said Bidder and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Bidder or for any forbearance, act or omission on the part of the Municipal Corporation, Chandigarh or any indulgence by Municipal Corporation, Chandigarh to the said Seller(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.

Contractor

Witness

Executive Engineer

## ANNEXURE-II

**Bank Guarantee Format for Performance Security/Fixed Deposit Receipt**

(a single Performance Guarantee/ Fixed Deposit Receipt shall be required to be submitted by the JV/C firm as per tender conditions. The Guarantees shall be accepted only in E-PBG (Electronic Performance Bank Guarantee) as per GFR Rule no. 171. No splitting of guarantees amongst the members of the JV/C firm shall be permitted)

(ePBG Draft Document)

Bank Guarantee Format for Performance Security/ Fixed Deposit Receipt

**For use of Bidder's Bank Only**

**Name of Beneficiary: COMMISSIONERMUNICIPALCORPORATIONCHANDIGARH**

**(Hereinafter referred to as Beneficiary / Government)**

**Unique Identifier (7037): R1591254050**

**Name of Division / Department: Bridge and Road Department- Division 1, Municipal Corporation Chandigarh**

**Advisory Bank Details: Beneficiary IFSC: ICIC0006591**

Date: ..... [ date of issue of BG] (To be filled by issuing bank) .....

PERFORMANCE BANK GUARANTEE No.: .....[ guarantee number] (To be filled by issuing bank) .....

PERFORMANCE BANK GUARANTEE Amount (Rs):

Contact No. of Banker:

Bid Number:

Name of Applicant / Bidder:

Guarantor: .... [ name and address of the issuing Bank] (To be filled by issuing bank) .....

1. The Applicant / Bidder named above has entered into above referred contract with the Beneficiary on behalf of Municipal Corporation, Chandigarh for the supply of Goods and / or Services /work as defined in the said contract. According to the conditions of the Contract, a performance security is required to be furnished by the Bidder to the Beneficiary for due performance of the contract.

2. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum **for the sums** not exceeding in total an amount of \_\_\_\_\_ (Rupees ), upon receipt by us of the Beneficiary's demand stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees).

4. We undertake to pay Municipal Corporation, Chandigarh any money so demanded notwithstanding any dispute or disputes raised by Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Seller (s) shall have no claim against us for making such payment.

6. We further agree that the Guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract including Guarantee/Warranty period and that it shall continue to be enforceable till all the dues of Municipal Corporation, Chandigarh under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We further agree with Municipal Corporation, Chandigarh that Municipal Corporation, Chandigarh shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contractor to extend time of performance by the said Bidder from time to time or to postpone any time or from time to time powers exercisable by Municipal Corporation, Chandigarh against the said Bidder and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Bidder or for any forbearance, act or omission on the part of the Municipal Corporation, Chandigarh or any indulgence by Municipal Corporation, Chandigarh to the said Seller(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.

Contractor

Witness

Executive Engineer

8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs. (Rupees) and shall remain in force until DD/MM/YYYY (expiry date).

9. This Guarantee will not be discharge due to be change in the constitution of the Bank or the Bidder.

10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Municipal Corporation, Chandigarh in writing.

11. "The liability of the Guarantor under this Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (the "Guaranteed Amounts"). This Guarantee shall be valid up to \_\_\_\_\_ (the "Expiry Date").

Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfillment of the following conditions precedent:

(a) written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder; and

(b) such written claim/demand(s) is/are delivered to the Guarantor on or before the Claim Expiry Date at the BG Issuer's Bank branch located at \_\_\_\_\_."

Dated .....

For.....

(Indicate the name of the Bank)

Signature.....

Name of the Officer.....

Designation of the officer .....

Code no .....

Name of the Bank and Branch.....

**Advisory: For Applicant and its BG Issuing Bank Branch. Not the integral part of the Paper BG as above.**

It is to be noted that paper PBG will not be operational unless same is transmitted to the advisory bank through SFMS platform. It is necessary that BG issuing bank send the BG advice in the form of message format 760COV via SFMS (structural financial messaging system) as provided by RBI. In the event of BG issuing bank not sending the message 760COV or committing any error while capturing the details at least in the below field, BG confirmation may not happen and subsequent processing may get stopped.

BG advising message - 760COV via SFMS		Particulars
Fields Number		
7039		
7025		
7029		
7033		
7034		
7035(Nonmandatory)	Beneficiary IFSC: ICIC0006591	
7036(Nonmandatory)	ICICI Bank Branch: 127-128, Sector 17C, Chandigarh – 160017	
7037	R1591254050	
Other Relevant Files		

Please note that your bank while issuing the BG ensure that above information is correctly captured as mentioned above in BG advising message i.e. 760COV

In case of any error by the applicant or BG issuing banker, Municipal Corporation, Chandigarh would not be responsible for any consequences whatsoever it may be.

Contractor

Witness

Executive Engineer

### TABLE OF MILE STONE(S)

DNIT for the work of :-

RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONY SECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH

PARA (A) : in physical /financial terms:-

MILE STONE PROGRAMME			
Sr.No.	Gross work done of Total work allotted	Time allotted(From date of start)	Amount to be withheld in case of non-achievement of mile stone
1.	35%	63	1% of Tendered Amount
2.	70%	126	1% of Tendered Amount
3.	90%	162	2% of Tendered Amount
4.	Completion of work i/c testing etc. complete.	180	1% of Tendered Amount

**PART (B):-**

Gross work to be done together with net payment/adjustment of advances for material collected if any, since the last such payment for being eligible to interim payment. : Rs.543.71 Lakh less tendered rebate as per percentage rate tender

NOTE: The total amount withheld due to non-achievement of milestones shall not exceed 5% of the contract value.

Executive Engineer,  
Road Division No.1,  
Chandigarh

Contractor

Witness

Executive Engineer

## FORM 'E'

## PERFORMANCE REPORT OF WORKS

REFERRED TO IN FORMS "B" &amp; "C"

Name &amp; address of the Client Department: \_\_\_\_\_

Detail of works executed by Shri /M/s. \_\_\_\_\_

1.	Name of work/project & location	
2.	Agreement no.	
3.	Estimated cost	
4.	Tendered cost	
5.	Completion Cost Note: In case of composite work, the component wise breakup may be mentioned.	
6.	Date of start	
7.	Date of Completion:-	
i)	Stipulated date of completion	
ii)	Actual date of completion	
8.	Amount of compensation levied for delayed in completion, if any	
9.	Amount of reduced rate items, if any	
10.	PERFORMANCE REPORT (* ) To be mentioned: Very Good/ Good/ Fair/ Poor ; as applicable.	
i)	Quality of work	
ii)	Financial soundness	
iii)	Technical Proficiency	
iv)	Resourcefulness	
v)	General Behavior	
	Dated:	Executive Engineer or Equivalent Office /Department _____

Tender Inviting Authority : Executive Engineer, Road Division No.1, M.C. Chandigarh

NAME OF WORK:- RE-CARPETING OF V-5 ROAD OF SECTOR 38 C & D, AND V-6 ROAD OF SECTOR 37-B & D SECTOR 38-B & D SECTOR 39-C & D, AND SECTOR 38 WEST POCKET B, HOUSING BOARD COLONYSECTOR 55 AND MARKET PARKING OF SECTOR 38 AND SECTOR 40-C, CHANDIGARH

Contract No.: Civil Works

Name of Bidder		Quoted above/less (+/-)		%		
SCHEDULE OF WORKS						
S.No.	Description of work	Qty.	Unit	Ref.	Estimated Rate	Amount Rs.
					Words	
1	Providing and applying tack coat using hot straight run bitumen of grade 80/100 @ 3kg/10sqm including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface.	145377.15	Sqm	NS	Rupees twenty one only	3052920.15
2	Providing and laying 30mm thick Bituminous Concrete produced with HOT Mix Plant using crushed aggregates conforming to Grading 2 of Table 500-18 premixed with straight run bitumen 60/70 grade (VG-30) @ 5.50%(by wt. of total mix), transported to site laid with paver finisher to required grade, level and alignment, rolled as per clause 501.6 and 501.7 to achieve the desired compaction complete as per Clause 507 of MORT&H specifications (5th revision).	145377.15	Sqm	NS	Rupees three hundred fifty three only	51318133.95
<b>TOTAL</b>						<b>54371054.10</b>

Say Rs. 543.71 Lacs

  
S.D.T.E.R-9  
M.C.Chd.

  
M.C.Chd.

  
M.C.Chd.