

INDEX



02. Re-Carpeting of internal roads at NIPER, S.A.S. Nagar

S. No.	Description of Items	Pages
1.	Index	1
2.	Notice Inviting e-Tender	2
3.	Check List	3
4.	Form 6 for e-Tendering	4 - 7
5.	Information & Instructions for Bidders	8 - 9
6.	Tender & Contract	10 – 11
7.	Integrity Pack	12 – 17
8.	Performa of Schedule A to F	18 – 21
9.	Additional Terms & Conditions of Contract	22 – 23
10.	Special Conditions	24 - 31
11.	Particular Specifications	32 - 34
12.	Special Conditions for Road Works	35 - 36
13.	Annexure	37 - 39
14.	Schedule of Quantity	40 - 41

SECTION-I	PRESS NOTICE	
-----------	--------------	---

NOTICE INVITING e-TENDERS

The National Institute of Pharmaceutical Education & Research (NIPER), Sector-67, S.A.S. Nagar-160062 invites item rate **online bids** on behalf of the Director NIPER, S.A.S. Nagar from agencies enlisted with CPWD, State PWD, MES and Railway dealing in similar type of work on two bid system (Eligibility Bid & Financial Bid) for the following work :-

NIT No.: /_T 4/2020 **Name of Work:** Re-Carpeting of internal roads at NIPER, S.A.S. Nagar, **Estimated Cost: Rs. 1.50 Crore, Earnest Money :** Rs. 3,00,000/-, **Period of Completion:** 06 months, **Last date and time of submission of bid :06.08.2020** upto 5:00 PM, Last date & time for submission of Original EMD: **06.08.2020** upto 5:00 PM, **Date and time of opening of Eligibility bid: 07.08.2020** at 11:00 AM,


The original EMD as scanned & uploaded shall be deposited physically by all the intending bidders in Tender Box held in Purchase Section, NIPER, S.A.S. Nagar as per above schedule failing which the bid shall be treated as invalid.

The tender forms and other details can be obtained from the website: <http://tenderwizard.com/niper> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in>. Press notice is also available on NIPER website. **The contractors are requested to get their firm registered on the website <http://tenderwizard.com/niper>, for participating in e-tendering process.**

SECTION-II	CHECK LIST	 The logo of NIPER S.A.S. Nagar is a diamond-shaped emblem. It features a central figure holding a staff with a snake coiled around it, set against a background of a book and a lamp. The text 'NIPER' is at the top left, 'S.A.S. NAGAR' is at the bottom, and 'S.A.S. NAGAR' is also written in a banner at the bottom of the diamond.
------------	------------	--

CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS ONLINE:

1. THE CONTRACTOR MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT PAGE 8 OF BID DOCUMENTS.
2. IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND ORIGINAL EMD SUBMITTED PHYSICALLY BY THE BIDDERS IN THE OFFICE OF BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE INTENDING BIDDER SHALL QUOTE THE ITEM RATES IN FIGURE ONLY. THE ITEM RATES IN WORDS & AMOUNT IS GENERATED AUTOMATICALLY. THEREFORE, THE RATE QUOTED BY THE BIDDER IN FIGURES IS TO BE TAKEN AS CORRECT.
6. THE CONTRACTOR(S) SHALL QUOTE THE ITEM RATES KEEPING IN MIND, GENERAL CONDITIONS OF CONTRACT, ADDITIONAL CONDITION OF CONTRACT, AND SPECIAL CONDITIONS OF CONTRACT ETC.
7. THE BIDDER CAN UPLOAD HIS BID ONLY AFTER SUBMISSION OF E-TENDER PROCESSING FEE AS MENTIONED AT **PAGE 4** OF THE BID DOCUMENTS.
8. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

<u>SECTION-III</u>	<u>Form- 6 FOR e TENDERING</u>	
---------------------------	---------------------------------------	--

1. The item rates bids are invited on behalf of the Director NIPER, S.A.S. Nagar from the Specialized agencies dealing in similar type for the **work of "Re-Carpeting of internal roads at NIPER, S.A.S. Nagar"**.
 - 1.1 The work is estimated to cost **Rs. 1.50 Crore**. This estimate, however, is given merely as a rough guide.
 - 1.2 Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
 - 1.2.1 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having:-
Average annual financial turnover during the last 3 years ending 31st March of previous financial year should be at least **Rs. 75.00 lakhs**.

Should not have incurred loss in more than 2 years during the last 3 years ending 31st March of previous financial year.

Satisfactorily completed three similar work each costing not less than **Rs 60.00 Lakh** OR two similar jobs each costing not less than **Rs. 90.00 Lakh** OR one similar jobs costing not less than **Rs. 120.00 Lakh** in last 7 years ending previous day of last date of submission of bids. (**Similar work shall mean " Road Work**)

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 applications for bids.

The contractor shall furnish undertaking that he has owns Hot Mix Plant with computerized control panel located within a distance of 25 kilometers from the farthest point of the site.
 - 1.2.2 **To become eligible, the bidders shall have to furnish an affidavit as under:-**
I/We undertake and confirm that eligible similar works(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 bidding in NIPER, S.A.S. Nagar 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. (**Scanned copy to be uploaded at the time of submission of bid**)
 - 1.2.3 The bidders should have Valid PAN No.
 - 1.2.4 The bidders should have Certificate of Registration for GST.
 - 1.2.5 It is presumed that all the bidders who have submitted the bid have gone through the entire bid documents including integrity pact and that all the terms & conditions are acceptable to them.
 - 1.2.6 If any agency/contractor has more than 2 (two) projects pending for more than 1 (one) year after schedule date of completion or has any 1 (one) project pending for more than 2 (two) years after schedule date of completion in NIPER, S.A.S. Nagar, he is not eligible for tendering.
 2. Agreement shall be drawn with the successful bidders on General Conditions of Contract which is available with the concerned office (Engineer Department) and **official website of the Institute <http://nipер/gov.in>**. and the bidders shall quote his item rates as per various terms and conditions of the said form subject to the exclusions / modifications attached at along with amendments uploaded on the official website of the Institute which will form part of the agreement.

3. The time allowed for carrying out the work will be **Six months** from the date of start as defined in Schedule-F or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available
 (ii) The architectural and structural drawing shall be made available in phased manner as per requirement of the same as per programme of completion submitted by contractor of the award of work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except General Conditions of Contract Form can be seen on website <http://tenderwizard.com/niper> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> or in Engg Office, NIPER, S.A.S. Nagar free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. Earnest Money in the form of Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Director, NIPER, S.A.S. Nagar) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for Two months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The original EMD as scanned & uploaded shall be deposited physically by all the intending bidders in Tender Box held in Purchase Section, NIPER, S.A.S. Nagar upto 05.00 PM on 06.08.2020 failing which the bid shall be treated as invalid.

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

e-tender processing fee - **Rs. _____/-** plus GST as applicable shall be payable to **M/s ITI Limited** through their e-gateway by credit /debit card, internet banking or RGTS/NEFT facility .

Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing **Fee with M/s ITI Limited** and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened on **07.08.2020** at 11.00 AM

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (PAN No. & GST registration etc.) as stipulated in the bid document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
- (iv) The intending bidder does not deposit original EMD physically as scanned & uploaded upto **05.00 PM on 06.08.2020** .
- (v) If a tenderer does not quote of any item, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- (vi) If a tendered amount works out to "Zero" as per item rates quoted by the bidder, the tender shall be treated as invalid and will not be considered as lowest tenderer.

- 11.** The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the contractor, if any engaged by the sub contractor for the said work and Programme Chart (Time and Progress) within the Period specified in Schedule F.

Performance guarantee shall be released to the contractor only after the release of any liability to workers/manpower engaged under this contract and satisfactory handing over the site to the department

- 12.** The description of the work is as follows:

“Re-Carpeting of internal roads at NIPER, S.A.S. Nagar”.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work

unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 13.** Director, NIPER, S.A.S. Nagar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. Director, NIPER, S.A.S. Nagar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the Institute's Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of NIPER
17. No Engineer or other officers employed in Engineering or Administrative duties in Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidders withdraws his tender before the said period or 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 Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.


19. SIGNING OF CONTRACT

The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

- i) The notice inviting tender, all the documents including drawings if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto.
- ii) Standard form consisting as mentioned in schedule F consisting of:
 - a) Various standard clauses with corrections up to date stipulated in schedule F along with annexure thereto.
 - b) Safety codes
 - c) Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.
 - d) Contractor's labour regulations.
List of acts and omissions for which fines can be imposed.

20. For Composite Bids (Not Applicable)

21. All the payments to the contractor shall be deposited in their bank account through RTGS and the contractor shall submit the detail of his bank account & IFSC code after award of work.
22. In case, date for opening of Eligibility / Financial bid is declared/happens to be public holiday, the Eligibility / Financial bid will be opened on the next working day.

<u>SECTION-IV</u>	INFORMATION AND INSTRUCTIONS FOR BIDDERS	
--------------------------	---	---

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

On behalf of the Director, NIPER, S.A.S. Nagar invites **online bids** from the Specialized agencies dealing in similar type of jobs on two bid system for the following work:-

1.	NIT No.	<u>T4/2020</u>
2.	Name of work & Location	“Re-Carpeting of internal roads at NIPER, S.A.S. Nagar “.
3.	Estimated cost put to bid	Rs. 1.50 Crore
4.	Earnest Money	Rs. 3,00,000/-
5.	Period of Completion	Six Months
6.	Last date & time of submission of bid, EMD, e-tender processing fee and other documents as specified in the press notice	06.08.2020 upto 5:00 PM
7.	Last date & time for submission of Original EMD:	06.08.2020 upto 5:00 PM
8.	Date &Time of opening of Eligibility bid	07.08.2020 at 11:00 AM
9.	Date &Time of opening of financial bid	Define Later

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
 - a) Should have satisfactorily completed the jobs as mentioned below during the last Seven years ending previous day of last date of submission of bids.

Three similar jobs each costing not less than **Rs. 60.00 Lakh** OR two similar jobs each costing not less than **Rs. 90.00 Lakh** OR one similar jobs costing not less than **Rs. 120.00 Lakh** in last 7 years ending previous day of last date of submission of bids. (**Similar jobs shall mean "Re-Carpeting of internal roads at NIPER, S.A.S. Nagar only"**)

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 applications for bids.

2. The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents

can be seen and downloaded from the website: <http://tenderwizard.com/niper> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> free of cost.

5. But the bid can only be submitted after depositing **Processing Fee in favour of ITI Limited** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Director, NIPER, S.A.S. Nagar and other documents as specified.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. Contractor must ensure to quote item rates in the **Schedule of Quantity**.
11. The Eligibility bid shall be opened first on due date and time as mentioned above. The financial bid of contractors qualifying the eligibility bid shall be opened at a later date as mentioned in the Press Notice Inviting Tender.
12. The agency shall submit the status of his firm w.r.t. proprietary firm / partnership firm or Limited company as per detail given below:-

If the bidder is a proprietary firm, a self undertaking of the proprietorship shall be uploaded by the bidder.


If the bidder is a firm in partnership, the bid documents shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should be uploaded. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should also be uploaded.

If the bidder is a limited company or a corporation, the bid documents shall be signed by a duly authorized person holding power of attorney for signing the bid documents accompanied by a copy of the power of attorney / Authorization Letter. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

13. LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:

- a. Scanned copy of DD of EMD.
- b. Scanned copy of Enlistment.
- c. Scanned copy of PAN Card.
- d. Scanned copy of financial certificate from CA for the last three financial years .
- e. Scanned copy of work experience.
- f. Scanned copy of partnership deed.
- g. Scanned copy of Power of Attorney.
- h. Scanned copy of Tender Acceptance Letter.

Form- 7/8

SECTION-V	TENDER AND CONTRACT	
------------------	----------------------------	---

Tender & Contract For Work

Tender for the work of “**Re-Carpeting of internal roads at NIPER, S.A.S. Nagar**”.

- (i) To be submitted online - **06.08.2020** upto 05.00PM
- (ii) Original EMD to be submitted Physically: **06.08.2020** upto 05.00 PM
- (iii) Eligibility Bid To be opened online - **07.08.2020** at 11.00 AM
- (iv) Financial Bid To be opened online **Define Later**

TENDER

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, additional terms & conditions & specifications, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work .

I/we hereby tender for the execution of the work specified for the Institute 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.

I/we agree to keep the tender open for 90 days from the due date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of **Rs. 3,00,000/-** is hereby forwarded in the shape of deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/ Fixed deposit receipt of scheduled bank in favour of the Director, NIPER, payable at Chandigarh/S.A.S. Nagar as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, NIPER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director NIPER or the 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 guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviation as may be ordered 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 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that 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 institute, then I/We shall be debarred for tendering in NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of institute 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 information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Institute.

Dated:-

Signature of Contractor

Postal Address:

Witness:

Address:

Telephone No.:

Fax No.:

Occupation:

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 Institute for a sum of Rs. _____

The letters referred to below shall form part of this contract agreement:

- i) _____
- ii) _____
- iii) _____

Dated _____

For & on behalf of the Director,
NIPER, S.A.S. Nagar.

SECTION-VI	INTEGRITY PACT	
------------	----------------	---

To,

.....,

.....,

.....

Sub: NIT No. T4/2020 for the work "**Re-Carpeting of internal roads at NIPER, S.A.S. Nagar**".

Dear Sir,

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

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

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

Yours faithfully

Dated _____

For & on behalf of the Director,
NIPER, S.A.S. Nagar.

To,

NIPER, S.A.S. Nagar,
.....,
.....

Sub: Submission of Tender for the work of "Re-Carpeting of internal roads at NIPER, S.A.S. Nagar".

Dear Sir,

I/We acknowledge that NIPER, S.A.S. Nagar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NIPER, S.A.S. Nagar. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20..... **BETWEEN** Director, NIPER, S.A.S. Nagar (Hereinafter referred as the (Address of Division) ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) ‘**Bidder/Contractor**’ and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble** WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as ‘**Tender/Bid**’) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the ‘**Contract**’.

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

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

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

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Institute all suspected acts of fraud or corruption or Coercion or Collusion

of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires **for** the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of NIPER, S.A.S. Nagar.

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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


WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

SECTION-VII	PROFORMA OF SCHEDULE A TO F	
--------------------	------------------------------------	--

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities attached.

SCHEDULE 'B' : NOT APPLICABLE

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

SCHEDULE 'C' : NOT APPLICABLE

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any. **As mentioned in tender documents.**

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of work : **Re-Carpeting of internal roads at NIPER, S.A.S. Nagar,**

Estimated cost of work : Rs. 1.50 Crore

(i) Earnest money : Rs. 3,00,000/-

(ii) Performance Guarantee : 5% of tendered value

(iii) Security Deposit : 2.5 % of tendered value.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS : : Officer inviting tender

Maximum quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2, 12.3 & 12.5.

See below

Definitions :

2(v)	Engineer-in-Charge	:	Assistant Engineer (Civil), NIPER, Mohali
2(viii)	Accepting Authority	:	Director ,NIPER
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2(xi)	Standard Schedule of Rates	:	DSR 2018.
2(xii)	Department	:	NIPER Mohali..
9(ii)	Standard contract Form	:	General condition of contract

Clauses of Contract

Clause 1

(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	:	7 days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	:	As decided by the Director, NIPER.

Clause 2

Authority for fixing compensation under clause 2.	:	Director NIPER
---	---	----------------

Clause 2A

Whether Clause 2A shall be applicable	:	Not applicable
---------------------------------------	---	----------------

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	15 days
---	---	---------

Mile stone(s) as per table given below:-

S. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			

Time allowed for execution of work.	:	06 months
-------------------------------------	---	-----------

Authority to decide:

(i)	Extension of time	:	Director NIPER
(ii)	Rescheduling of mile stones	:	Director NIPER

Clause 6, 6A

Clause applicable - (6 or 6A)	:	6
-------------------------------	---	---

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. : RS.....

Clause 10A

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

1. 2. 3.
4. 5. 6.

Clause 10B(ii) Whether Clause 10 B (ii) shall be applicable NOT APPLICABLE

Clause 10C Component of labour expressed as percent of value of work%

Clause 10CA

NOT APPLICABLE

S.N.	Materials Covered under this clause	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its use: corresponding period of all the Materials covered under clause 10 CA*

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10 CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column. : Not applicable

Schedule of component of other Materials, : Not applicable.

Component of civil (except materials covered under clause 10CA) /Electrical construction Xm.. % value of work. – : Not applicable.

Component of Labour - expressed as percent of total value of work. Y % : Not applicable.

Note :

Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11 Specifications to be followed (i) NIT specifications.
for execution of work (ii) CPWD specifications with
upto date amendments (iii) Bureau of Indian Standard
wherever no such specifications
exist in S.No. I, ii.

Clause 12	Type of work	:	Re-Carpeting of internal roads at NIPER, S.A.S. Nagar.
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work	:	30%
12.5	(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	:	100%
Clause 16	Competent Authority for deciding reduced rates :		Director NIPER

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:- Attached

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate.

SI No.	Minimum Qualification of Technical/ Technical representative)	Discipline	Designation (Principal Technical Representative	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Technical Representative	2-5 years	1 No.	Rs. 15000/- per month	Rupees Fifteen thousand per month
2.							

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

Clause 42

(I) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of.....

Delhi Schedule of Rates
printed by C.P.W.D.

ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

3% plus/minus.

For works with estimated cost put to tender more than Rs.5 lakh.

2% plus/minus.

(b) Bitumen All Works

0.3% ± plus/ minus.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category

2% plus/minus

(d) All other materials.


Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SI No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	CementNIL....	As per CPWD manual
2.	Steel reinforcementNIL....	-do-
3.	Structural SectionsNIL....	-do-

Preferred Makes

: As attached.
(Signatures of the Tenderer)

SECTION-VIII	ADDITIONAL TERMS AND CONDITIONS OF CONTRACT	
--------------	---	---

1. The Director, NIPER, S.A.S. Nagar reserves the right to accept/reject any or all tenders without assigning any reason thereof.
2. All the disputes concerning this tender in any way are subject to S.A.S. Nagar/ Chandigarh Jurisdiction only.
3. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.
4. Each tenderer shall upload only one tender; either by him or as partners in a joint venture. A tenderer who uploads more than one tender will be disqualified.
5. **Tenderers to study entire tender document carefully**
 - (a) Submission of a tender by a tenderer implies that he has read all the stipulations contained in this booklet and all other contract documents and has acquainted himself of the nature, site conditions scope and specifications of the works to be executed and of conditions and rates at which stores will be issued to him by the NIPER, S.A.S. Nagar. The contractor shall also be deemed to have acquainted himself with local conditions and other factors which have a bearing on the execution of the works.
 - (b) No claim will be entertained on account of ignorance of site conditions.
6. **CONTRACTOR SHALL SUBMIT FABRICATION DRAWING FOR OBTAINING APPROVAL**

The contractor shall submit fabrication drawing in triplicate for obtaining preliminary approval of the Engineer-in-Charge for all design drawings structural steel elements, **electrical panels and Air-Conditioning ducts wherever required**. One copy of this drawings duly corrected and signed wherever necessary by Institute will be returned to the contractor for preparing and resubmitting drawings after incorporating the said corrections again in triplicate for final approval. Along with the completion and approval of fabrication drawing, the contractor shall also submit the materials list, for checking and approval to the institute. No drawing shall be approved finally without material list. Once the drawing is finally approved, no request for any alternative section will be entertained. The contractor shall also submit **3 copies** of design calculations for the designs of joints **if required** All joints shall be designed for full strength of members, unless otherwise specified. Approval of fabrication drawings however will not absolve the contractor of his responsibility for the safety and correctness of the fabrication.
7. **BID OF CONTRACTORS WITH A BLEMISHED RECORD WILL NOT CONSIDER**


If the Engineer-in-Charge receives adverse report against any working contractor of the Institute, either from the department in which he is enlisted or from any other Department or Engineer-in-Charge of the Institute, his bid will not be considered on the basis of such a report.

On the receipt of a case of adverse performance/ Misbehavior/ Threatening of site staff or any other such reasons, the Director, NIPER, S.A.S. Nagar shall issue show cause to such contractors and after considering their reply, He shall have full powers to debar such contractor for a period as decided by him. Such debarred contractor shall be ineligible to take up any work in the Institute during the period of debarring.

A copy of such orders shall be posted on NIPER, S.A.S. Nagar website so that every field unit of the Institute becomes aware and does not issue tender to such debarred contractors.

If the NIT approving authority not lower than the Director, NIPER, S.A.S. Nagar is satisfied that it is in the interest of the Institute to allow a contractor who has been debarred for reason of inactivity, to participate in the tendering process for getting competitive tenders, he may do so.

10. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
11. **Water** supply if available will be provided by the owner at one point through distribution pipe networks and pumping are to be made by the contractor at his own cost. Water charges 1% of the amount of work done will be deducted from each running/ final bill. However the agency need to make his own arrangement for water to cope up with any eventuality in the interest of work.
12. **Electricity** if available will be provided at one point and will be charged as per actual consumption. However, the tenderer required to make his own arrangement by installation of generator at his own cost to cope up any eventually in the interest of progress of work.
13. The security will be deducted from each running bill @ 2.5% which will be released as per the provision mentioned in the General conditions of contract .
14. In the event of occurrence of any of the following contingencies or the firm committing breach of any of the terms & conditions herein contained for the satisfactory and faithful performance of the contract, the Institute shall be at liberty to terminate this contract by giving 15 day notice without assigning any reason and in such case the earnest money & performance guarantee shall be forfeited absolutely. During the notice period of 15 days for termination of contract, the contractor shall continue to provide service as before till the expiry of notice period.” It shall be the duty of the contractor to remove all the person deployed by him on termination of the contract on any grounds whatsoever and ensure that no person shall create any disruption / Hindrance / problem of any Nature to the Institute
 - I. If the Contractor commits default in commencing the execution of the work within the time allowed or the extended time as specified in the DNIT.
 - II. The contractor assigns the contract or any part thereof to any other person for sub-letting the whole or a part of the contract.
 - III. The contractor is declared insolvent by any court of law.
 - IV. The execution of work not as per the directions of the Engineer-in-Charge.
 - V. In case of progress of work is found slow.
 - VI. Frequent failure to provide replacement of the absenteeism.

SECTION IX	SPECIAL CONDITIONS	
------------	--------------------	---

General

1. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the Schedule of Quantities, the work shall generally be carried out in accordance with the "CPWD/ MORT&H Specifications" (Schedule 'F' and as per instructions of Engineer-in-Charge. Wherever "CPWD/ MORT&H Specifications" shall be followed and the rates should be all inclusive.
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.
3. The work shall be executed and measured as per metre dimensions given in the Schedule of Quantities drawings etc. (FPS units wherever indicated are for guidelines only)
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 discipline viz sanitary & water supply, horticulture & electrical etc.
5. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc are to be properly tested before covering.
6. Sample including brand/ quantity of materials 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.
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.
8. The contractor, his agents/ representative, workman etc shall strictly observe orders pertaining to the precautions prevailing in the area.
9. Contractors(s) shall study the soil investigation report for the site, available in the office of Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by department shall be entertained.
10. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided improved and maintained by the Contractor at his own cost.
11. Contractor shall take all precautions measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
12. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and right speed limit boards, red flags, red lights and providing bafflers. He shall be responsible for all damage and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
13. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or bulking rubbish shall be stacked on areas where other buildings, roads, compound wall services etc are to be constructed.
14. The contractor provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
15. Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations given in the Architectural and plumbing drawings.
16. The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any items of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc and satisfy himself that the information available there from is complete and unambiguous. The figures and the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any

loss or damage occurring by the commencement of work on the basis of the any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.

17. The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and material/ fittings involved and otherwise specifically mentioned.
18. The contractor should submit the shop drawings of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
19. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, opening, 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.
20. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by 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 operation of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform in proper sequence to the complete satisfaction of other.
21. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
22. The Contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
23. Existing drains, pipes, cables, over head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the Contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting/ shifting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

In case of existing services are to be shifted permanent, then before dismantling the existing services, alternated/ 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 services lines as per conditions of contract.

24. Contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under couple lock key system.
25. For construction works which are likely to generate malba/ rubbish to the tune of more than a tempo/ truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked/ dumped even temporary, outside the construction premises.
26. The excavated surplus earth shall be disposed off by the contractor as per directions of Engineer-in-Charge.

BATCH MIX CONCRETE

27. The contractor shall establish a laboratory at site of batch mix plant to test the coarse aggregate, fine aggregate, water, sand, cement etc. Contractor is also required to depute technical personnel specifically for running of Batch Mix Plant and for quality control of mix produced.
28. All incidental expenditure on security, construction of cement godown, access roads, arrangement of water, electricity etc to be incurred or anticipated by the agency for arranging, installing and operation of Batch Mix Plant, shall be deemed to have been included in his quoted rates and no claim whatsoever with the tenable on this account.
29. With each Running Bill, the details of test carried out shall be submitted by the contractor as per Performa at Page No. 38.
30. The contractor is required to maintain the road in good condition upto 12 months after completion of the road work.
31. Pre-mix carpeting shall be done by the contractor after getting approval from the Engineer-in-Charge in writing.

32. In case department does not specify the source of earth, the earth for filling is to be supplied by the contractor by the contractor/ Agency. The rates to be quoted should include all leads and lifts whatsoever. The contractor/ Agency will arrange earth from its own sources.
33. 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 shall responsible for compliance of the observations raised by the Chief Vigilance Officer/ Chief Technical Examiner including any recoveries proposed thereof.
34. All disputes concerning with this work/ tender are subject to the Chandigarh jurisdiction.
35. Unless otherwise specified in the Schedule of Quantities, the rates for respective items shall be all inclusive and apply to the following :-
- a) All lifts & all heights, floors including terrace, leads and depths.
 - b) All labour, material, tools and plants and other inputs involved in the execution of the item.
 - c) Any of the conditions and specifications mentioned in the tender documents.
 - d) Pumping/ bailing out surface water/ rain water/ sub soil water, if necessary for any reason.
 - e) Any legal or financial implications resulting out of disposal of earth, if any.
 - f) Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc or any other material collected by him for the work direct to revenue authorities.
 - g) Performance test of the entire installation(s) before the work is finally accepted.
 - h) Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the item.
 - i) All incidental charges for cartage, storage and safe custody of materials brought to site.

TESTING OF MATERIAL

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

FIELD LABORATORY

39. The contractor has to establish field laboratory at site including all necessary equipments and skilled manpower for the Field Tests as at Page No. 37 at his own cost to have proper quality control.

For performing the above test, the Field Testing Equipments and Instruments as at Page No. 37 and 38 are to be arranged and maintained by the contractor.

40. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/ work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge and contractor shall be hound to replace/ remove such sub-standard/ defective material immediately.
41. The list of Laboratory/ Field equipment referred above are to be arranged and maintained by the contractor at the site of work. In case the equipment required for any test is not available at site, the department of sample, the cost of taking of sample, packing, transportation, testing charges etc shall be borne by the contractor irrespective of the results.

SECRECY

42. 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 Secret Act 1923 applies to them and will continue so to apply even after the execution of such works under the contract.

43. The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
44. All documents, copies thereof & extracts therefrom 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.

LABOUR AND SECURITY

45. 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.
46. 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/ exist 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.
47. 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 and shall satisfy as to the confides of such people.
48. The contractor & 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 (hereinafter referred to as "Administrator").
49. 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 & action of his workman, agents/ representatives.
50. Normally contractor shall be allowed to carryout work between 7 AM to 6 PM. However, he may also be allowed to carryout the work beyond 6 PM & upto 7 AM if the site conditions/ circumstances so demand with prior written permission from the institute. However, if the work is carried out in more than one shift or at night, no claim is obtained from the institute.
51. Normally contractor's material/ vehicles etc shall be allowed to move in/ go-out between 7 AM to 7 PM only and no movement of material/ vehicles but of site of work shall be allowed during night hours unless specific permission is obtained from the "Administrator".
52. In case if a separate entry has been allowed, the contractor has to make an 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 of this account shall be payable by the department.

TRANSPORTATION AND OFFICE INFRASTRUCTURE

53. In order to complete the work within the scheduled time if the contractor shall be required to do the work in more than shift and accepted by the department the contractor will provide vehicle facilities to the site staff to reach the site and their residences at his own cost for the 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 conduct the respective cost from the contractor bills.
54. For Quality Control Measures Preparation of Bills and Monitoring the Quality the contractor shall provide (min. one number) Computer having MS-Windows XP, A-3 coloured inkjet & A-4 Laserjet Printers, Scanners, UPS etc with required number of data entry operator in the side office of Engineer-in-Charge.

PROGRAM CHART

55. 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 15 days of the issue of letter of acceptance for the contract.

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

PROGRESS AND MONITORING OF WORK

58. Contractor shall give the Engineer-in-Charge on the 10th 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 vis actually, 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 short fall in the succeeding period. Non submission of aforesaid progress report shall make contractor liable for action under breach of contract conditions.

SAMPLE OF MATERIALS

59. 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 to Schedule of Quantity the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand/ quality of material is not specified in the item of work, the contractor shall submit the samples as per List of Preferred Makes as at Page 39 for approval of Engineer-in-Charge. For all other items, ISI marked materials and fittings are not available, the contractor shall submit samples of materials/ fittings manufactured by time of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.
60. 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.
61. BIS marked items (except cement & steel for which separate provisions have been made in Para 63 to Para 74 required on the work shall be got tested, for only important tests, which govern the quality of the product as deemed by the Engineer-in-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD Specifications.
62. 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.

CEMENT (IF NOT STIPULATED TO BE SUPPLIED BY THE DEPARTMENT.

63. Contractor has to produce manufacturers test certificate for each lot of cement procured at site.

CEMENT

64. The contractor shall procure 43 Grade Ordinary Portland Cement and/ or Portland Pozzolona Cement (Fly Ash based) required in the work from reputed manufacturers of cement as per the approved make in 50 kg bags bearing manufacturer's name and ISI marking along with manufacturers test certificate for each lot Portland Pozzolona Cement is however not to be used for RCC work.

65. Sample 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 test results indicate 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 of 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.
- By the contractor, if the result show that the cement does not confirm to relevant BIS codes.
 - By the department, if the results show that the cement conforms to relevant BIS Codes. .
66. OPC/ PPC shall be brought at site in bulk supply of approximately 30 tonnes or as decided by the Engineer-in-Charge.
67. OPC/PPC bags shall be stored in separate godowns. Separate godowns 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 godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge so that the cement is issued from godown according to the daily maintained in a register in the prescribed proforma 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 issue accounts of different grade/ brand of cement shall be maintained separately in the standard proforma by the contractor or his authorized representative which shall be duly signed by the authorized representative of the Engineer-in-Charge before issue to the work on day to day basis.
68. The capacity of each cement godown 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 godowns. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
69. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by the conditions laid therein.
70. If the quantity of cement actually used in the work is found to be more than the theoretical quantity or cement including authorized variation nothing extra shall be payable to contractor on this account in the event of it being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause 42) the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have actually used as per the schedule and recovered at the specified shall be final and binding on the contractor.
71. For non schedule items, the decision of the Superintending Engineer regarding theoretical quantity of the cement which should have actually used, shall be final and binding on the contractor.
72. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.
73. In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.
74. Cement which is not used within 90 days from the date of manufacture, shall be retested at approved laboratory. Until the results of such tests are found satisfactory, it shall not be used on the work.

DEFECT LIABILITY

75.

(i)	Roads	Repair for sinking portion of road & patches, if any
(ii)	General	All manufacturing defects of structure/ fixtures/ fittings/ equipments other than listed above.

SUPPLEMENTRY SPECIAL CONDITIONS

76. The store aggregate for RCC.CC items shall be double screened and washed and shall comply with the grading requirement as specified in IS-383 (latest edition) for stone aggregate besides meeting other requirement as specified their in. If the contractor/ agency to use crushed aggregate nothing extra shall be paid on this account.
77. Labour Cess shall be deducted from the R.A. running and Final Bill and that amount will be deposited to the Appropriate Central Agency.
78. The contractor shall have to obtain Labour license from the Labour Commissioner (C), Chandigarh after getting the established registered under the Building and other Construction Act 1996.

79. The bidder shall have to give undertaking regarding constitution of the firm/ business i.e. whether proprietorship firm/ Partnership firm/ Limited Company/ Public Limited Company at the time of submission of tender and any change in the same at any stage shall be immediately intimated in writing to the Engineer-in-Charge. In case of partnership/ Limited/ Public Limited companies, the Article of Memorandum of Association shall be submitted by the bidder.
80. The department will assist in arranging electric and water connection at the site of work. However the Security/ Consumption/ installation charges shall be borne by the contractor.
81. In case of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or agreement.

PERFORMA FOR BANK GUARANTEE (PERFORMANCE)

Whereas the National Institute of Pharmaceutical Education & Research (hereinafter called NIPER which expression shall include its successors and assigns) having awarded a work order/ contract No. _____ dated _____ (hereinafter called the contract) for _____ to M/s _____ hereinafter of _____ subject to the terms and conditions contained in the contract.

Whereas the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rs. _____) being _____ % of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the _____ Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing an without protest/ or demur all moneys payable by the contractor to NIPER in connection with the execution of and performance of the works/ equipment , inclusive of any loss, damages, charges, caused to or suffered by NIPER by reasons of any breach by the contained n the contract as specified in notice of demand made by NIPER to the bank. Any such demand made by NIPER on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the bank's liability under this guarantee shall be limited to Rs. _____ in the aggregate and the bank hereby agreed to the following terms and conditions:-

I. This guarantee shall be a continuing guarantee an irrevocable for all claims of NIER as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to _____.

II. We, the said bank further agree with NIPER that NIPER shall have the fullest liberty without our consent and without affecting in any manner our obligations the terms and conditions of the said contract or to extend time for performance of contact by the contractor from time to time any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract an we shall not be relieved from our liability by reason of any such variations of extension being granted to the contractor or for any forbearance, act or omission on the part of NIPER or any indulgence by NIPER to the contractor of by any such matter or thing whatsoever, which under the law relating to the sureties, would, but for this provision, have effect of so relieving us.

III. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever NIPER may now or at any time have in relation to the company shall have full recourse to or enforce the security in preference to any other security or guarantee which the NIPER may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its liability. It shall not be necessary for NIPER to proceed against the said contractor before proceedings against the Bank.

IV. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to NIPER in terms thier and paid by the Bank

V. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank 'in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the bank to NIPER in terms hereof.

We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of NIPER in writing. Unless a claim is made in writing within six month from the date of expiry of this guarantee i.e. We hall be relieved from all liabilities under this guarantee thereafter.

Signed


This.....day of20.....at.....

For and on behalf of Bank

WITNESS:

1. _____

2. _____

SECTION X	PARTICULAR SPECIFICATIONS	
------------------	----------------------------------	---

1. EARTH WORKS :- As per MORT&H/ CPWD Specification.
2. Granular Sub Base grading as per following table

Table of 400.1 of MORT&H Specifications grading for coarse graded Granular Sub Base

IS : Sieve Designation	Percent by weight passing the IS Sieve					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75.0mm	100	-	-	-	100	-
53.0mm	80-100	100	100	100	80-100	100
26.5mm	55-90	70-100	55-75	50-80	55-90	75-100
9.50mm	35-65	50-80	10-30	15-35	25-50	30-55
4.75mm	25-55	4-65	0-30	15-35	25-50	30-55
2.36mm	20-40	30-50	-	-	10-20	10-25
0.85mm	-	-	-	-	2-10	-
0.425mm	10-15	10-15	-	-	0-5	0-8
0.075mm	<5	<5	<5	<5	-	0-3

3. The source of coarse aggregate, fine aggregate, to be used in bituminous work shall be indentified by the contractor & he will satisfy himself regarding the conforming to the relevant specifications & their availability before getting the same approved by the Engineer-in-Charge.

- (a) Coarse Aggregate- As per MOR&H Specifications.
- (b) Fine Aggregate - As per MOR&H Specifications.

4. PRE-CAST CC WORK

- 4.1 The work shall be done in accordance with CPWD specifications.
- 4.2 Pre-cast reinforced concrete units shall be grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-Charge before taking up the work.
- 4.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
- 4.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
- 4.5 The compaction of the concrete shall be done by vibrating table or external vibrator as approved by Engineer-in-Charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
5. Wet Mix Macadam grading as per following table :

Table of 400.13 of MORT&H Specifications grading for Wet Mix Macadam

IS : Sieve Designation	% by weight passing IS sieve
53.00mm	100
45.00mm	95-100
22.40mm	60-80
11.20mm	40-60
4.75mm	25-40
2.36mm	15-30
600 micron	8-22
75 micron	0-8

Note : The material finer than 425 micron shall have plasticity index not exceeding 6

6. Grading of Dense graded bituminous macadam as per following table:

Table of 500.10 of MORT&H Specifications grading : Composition of Dense Graded Bituminous Madadam

IS : Sieve Designation	Cumulative % by weight of total aggregate passing
37.50mm	100
26.50mm	90-100
19.00mm	71-95
13.20 mm	55-60
4.75mm	38-54
2.36mm	28-42
0.30mm	7-21
0.075mm	2-8

Bitumen content % by mass of total mix – 4% (Maximum)

7. Grading of bituminous concrete as per following table :

Table of 500.17 of MORT&H Specifications grading : Composition of Bituminous Concrete Pavement layers.

IS : Sieve Designation	Cumulative % by weight of total aggregate passing
19.00 mm	100
13.20 mm	90-100
9.50 mm	70 – 88
4.75 mm	53 – 71
2.36 mm	42 – 58
1.18 mm	34 – 48
0.6 mm	26 – 38
0.30 mm	18 - 28
0.15 mm	12 - 20
0.075 mm	4 -10

Bitumen content % by mass of total mix – 5.4% (Maximum)

8. Grading of bituminous Macadam as per following table :

Table of 500.7 of MORT&H Specifications grading : Aggregate grading and bitumen contents

IS : Sieve Designation	Cumulative % by weight of total aggregate passing
26.50mm	100
19.00mm	90-100
13.20 mm	56-88
4.75mm	16-36
2.36mm	4-19
0.30mm	2-10
0.075mm	0-8

Bitumen content % by mass of total mix – 3.4% (Maximum)

9. APPROVAL OF DESIGN MIX

The design mix shall be considered satisfactory and approved if at least three preliminary test-sets individually satisfy the following strength and workability criteria.

- (a) The average strength of each test-set is not less than the specified target mean compressive strength (Tick)
- (b) The concrete mix is of required degree of workability and acceptable concrete finish.

10. MEASUREMENT –

- (a) As per CPWD/MORT&H specifications.

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

12. RATES

- (a) The rate includes the cost of materials labour and T&P including mixing, placing, transportation involved in the operations described above.

13. R.C.C. WORK (Ordinary)

- (a) The work shall be done in accordance with CPWD specifications.
- (b) Water Cement ratio for ordinary RCC work shall not be more than 0.5. Contractor shall use concrete mixture of proper design having arrangement for measuring water for mixing of concrete.

14. FORM WORK.

- (a) The work shall be done as per CPWD specifications.
- (b) Only M.S centering/shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface. However, marine-ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor to be approved by the Engineer-in-Charge.
- (c) Nothing extra shall be paid for the centering and shuttering, circular in shape whenever the formwork is having a mean radius exceeding 6m in plan.
- (d) Nothing extra shall be paid for and beams and the corresponding slabs having clear span more than 1.20 meters.
- (e) In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centering, shuttering and casting for which nothing extra shall be paid to the contractor.
- (f) Steel structure as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces are required to complete the shuttering panels.
- (g) Dented, broken, twisted or rusted shuttering plates shall not be allowed to use on the work.
- (h) The shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.


15. PRE-CAST RCC/PCC WORK

- (a) The work shall be done in accordance with CPWD specifications.
- (b) Pre-Cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-Charge before taking up the work.
- (c) Pre-cast units shall be clearly marked to indicate the top of member and its location.
- (d) Pre-cast units shall be stored, transport and placed in position in such a manner that these are not damaged.
- (e) The composition of the concrete shall be done by vibrating, table or external vibrator, as approved by the Engineer-in-Charge. The rate quoted for the item shall include the element for frame work and mechanical vibration.
- (f) Rate for item includes cost of all materials, labour and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks is also included.

SECTION XI	SPECIAL CONDITIONS FOR ROAD WORKS	
-------------------	--	---

1. 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).
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 37-1984 shall be referred to for details.
3. The thickness of the 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 arranged by the contractor.
 - (a) J.C.B. (Joseph Civil Bamphered) and dumpers for excavation and disposal of excavated earth and road material.
5. 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 (Ministry) of Road Transport & Highways) specifications (5 edition).
6. The contractor shall take all measures for the safety of traffic during construction and provide erect and maintained such barricades including signs, making 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.
7. The temporary warning lamps shall be installed at the barricade during the hours of darkness and kept lit 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 learned as job mix formula from Govt Approved laboratory at his own cost confirming to provision to clause 507.33 of MORT&H specifications and the same shall be approved from the 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 specifications.
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 from Engineer-in-Charge or authorized by the 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 high 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 500.13 of MORT&H (Ministry of Road Transport and Highways) specifications. If the variation of various ingredients is more than permissible, the work is liable to be rejected. In case of actual consumption of bitumen (based on extraction less) is less than approved job mix formula but within the permissible limit, 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 quantity of bitumen used than job mix formula.

15. The bituminous material will be mixed at hot mix plant with computerized control panel at Chandigarh or within a distance of 25 kilometers from the farthest point of work owned by the Agency and the proof for the same be uploaded during the time of bid submission.
16. The agency should quote the rate in figures as well as in words on the Schedule of Items supplied to the Agency.
17. The quantities of items as detailed are tentative and can be increased/ decreased as per actual requirement at site by Engineer-in-Charge.
18. The work shall be carried out as per CPWD/ MORT&H (Ministry of Road Transports and Highways) specifications latest edition, if any item is not available in the CPWD, relevant ISI (India Standard Institute) specification shall be followed.
19. Rate for the items are inclusive of all the labour, T&P, incidental and over head charges, contractor profit unless otherwise specified. The contractor shall quote the rates accordingly.
20. Royalty of the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on the boulder, metal, shingle, earth, sand, bajri etc collected by him for the execution of work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deeded to include all such expenditure and nothing extra shall be paid.
21. The contractor or his authorized representative should always be available at the site of work to take instructions from the Engineer-in-Charge and ensure proper execution of work. No work should be done in absence of such authorized representative.
22. Any material left at site one month after completion of work shall become the property of the institute and no payment shall be made to the contractor for the material.
23. Contractor is at liberty to remove from site of work any material which has been issued to him for use the work without written permission of the Engineer-in-Charge.
24. The test certificate from Factory/ Test lab will be supplied by the Agency along with each consignment of material for work. The Engineer-in-Charge 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 tests can be conducted then Engineer-in-Charge will get at 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.
25. Any error in Description, Quantity or Rate in Schedule of Quantities or any omission there of shall not vibrate the contract or release the Contractor from the Execution of the whole or any part of the work comprised therein accordingly to drawing and specifications or from any of his obligations under the contract.
26. If here 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 interpretation and his decisions shall be final and binding on the contractor/agency.

SECTION XII	ANNEXURES	
-------------	-----------	---

LIST OF FIELD TESTS

- (A) Particle size and shape.
- (B) Slump test.
- (C) Flakiness & Elongation index tests.
- (D) Compressive strength (concrete or bricks) test.
- (E) Rebound Hammer Test.
- (F) Bulking of sand.
- (G) Silt content of sand.
- (H) Temperature measuring with thermometer with brass protected end 0-220° C.
- (I) Bituminous Content.
- (J) Density.
- (K) Physical Test of Cement.

FIELD TESTING EQUIPMENT AND INSTRUMENTS

A. Testing Equipment at Field Laboratories

1. Balances
 - i. 7 kg to 10 kg capacity, Semi-self indicating type accuracy 10gm.
 - ii. 500 gm capacity, Semi-self indicating type accuracy 1 gm.
 - iii. Pan balance-5 Kg. Capacity, accuracy 10gm.
2. Sieves : as per IS 460-1962.
 - i. I.S. Sieves – 450mm internal dia of sizes 100mm, 80mm, 83mm, 50mm, 40mm, 25mm, 20mm, 125mm, 10mm, 63mm, 3.75mm complete with lid and pa.
 - ii. I.S. Sieves – 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
3. Sieve shaker capable of 200 mm and 300mm dia sieves, manually operated with timing switch assembly.
4. Equipment for slump test- slump cone, steel plate, tamping rod, steel scale, scoop.
5. 100 tonnes compression testing machine, electrical-cum manually operated.
6. Graduated measuring cylinders 200ml capacity.
7. Enamel trays (for efflorescence test for bricks and other tests)
 - i. 300mm x 250mm x 40 mm
 - ii. Circular plates of 250mm dia.
 - iii. 600mm x 450 mm x 500mm
 - iv. 450mm x 300mm x 40mm
8. ISI marked 150 x 150 x 150mm concrete cube moulds as per site requirement.
9. Graduated cylinder 1000 ml capacity.

B. Field Testing Instruments

- (a) Steel tapes – 3m.
- (b) Venire calipers.
- (c) Micrometer Screw 25mm gauge.
- (d) A good quality plumb bob.
- (e) Spirit level minimum 30 cms long with 3 bubbles for horizontal vertical.
- (f) Wire gauge (circular type) disc.
- (g) Foot rule.
- (h) Long nylon thread.
- (i) Rebound hammer for testing concrete.
- (j) Ultrasonic pulse velocity meter.
- (k) Magnifying glass.
- (l) Screw driver 30 cm long.
- (m) Ball Pin hammer, 100gms
- (n) Plastic bags for taking samples.
- (o) Digital Distance meter.
- (p) Leveling machine.
- (q) Theodilite.

**ESSENTIAL T&P/ MACHINERY FOR THIS WORK TO BE ARRANGEMED/
INSTALLED AT SITE OF WORK BY THE CONTRACT.**

- | | | |
|-------------------------------|--------------------------|----------------------|
| 1. Hot Mix Plant Electronic | 2. Vibratory Road Roller | 3. Tar Sprayer |
| 4. Static Road Roller | 5. Water Tanker | 6. Tractor – Trolley |
| 7. Mechanical Paver finisher. | | |

PERFORMA FOR TESTS CARRIED OUT


NAME OF THE WORK : Re-carpeting of internal Roads at NIPER, S.A.S. Nagar.

Agreement No. & Date :

Sl No.	Item	Quantities as per agreement	Frequency as per specification	No. of Tests required	R.A. Bill No.	Up to te quantity	No of tests required	No of tests actually done	Remarks
1	2	3	4	5	6	7	8	9	10

LIST OF PREFERRED MAKES FOR CIVIL WORKS

S. No.	Material	Preferred Make
1.	Ordinary Portland Portland Pozzolona Cement (Grey) 43 Grade. White Cement	ACC, L&T, Gujarat Ambuja, Vikra, Birla, JK Cement, JP Rewa, Shree, J.K. Lakshmi, M/S Binani Cement Birla White/ J.K. White
2.	M.S. Pipe	Tata, Jindal (Hisar), Parkash Steel Tubes, Bhushan Industries.
3.	Synthetic Enamel Paint	ICI (Dulux Gloss), Nerolcac, Berger (Luxol High Gloss), Asian Paints, (Premium Apcolite Gloss), Shalimar.
4.	Steel Primer	ICI, Nerolac, Berger, Asian Paints, Shali Paint.
5.	Ready Made Concrete (RMC)	Ultra Teck or having Plant of Minimum capacity of 60 cum/ and turn over should be minimum Rs One Crore per month or 4000 cum/ month from last one year upto upto proceeding month of opening of tender.
6.	Paver blocks	NTC/ NITCO/ SUPER TILES/ VYARA

SECTION-XIII	<u>SCHEDULE OF QUANTITY</u>	
--------------	------------------------------------	---

BOQ for Re-carpeting of Internal Roads at NIPER, S.A.S Nagar, Mohali

S. No.	Description of Item	Qty	A/U	Rate	Amount
1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
	1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size)	2	Cum		
2	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-Charge).	84	Cum		
3	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge. MAKE – NTC/ NITCO/ SUPER TILES/ VYARA				
	80mm thick cement concrete paver block of M-30 grade with approved colour, design & pattern.	5570	Sqm		
4	Providing and laying 50-75 mm thick Bituminous Macadam with mechanical paver after mixing aggregates and bitumen as per design mix in Hot Mix Plant using 3.3% (by weight of total mix) bitumen VG-30 of total mix with aggregates conforming to requirement laid in table 500-8 and as per grading-II specified in table 500-7 complete as per clause No. 504 of MORT&H specification (5th edition), rolling with smooth wheeled, vibratory and tandem rollers as per clause 501.6 and 500.7 to achieve the desire density of bitumen macadam as laid 2.2 gm/cc & to the entire satisfaction of Engineer-in-Charge.	80	Cum		

5	Providing, laying and making kerb channel 30 cm wide and 50 mm thick with cement concrete 1:3:6 (1 cement: 3 coarse sand:6 graded stone aggregate 20 mm nominal size) including finishing the top smooth etc. complete and as per direction of Engineer-in-Charge.	510	Sqm		
6	Construction of Wet Mix Macadam to conforming to clause 406 of MORT&H specification (5th edition) having as laid, density of 2.2gm/c.c by providing laying, spreading and compacting clean, crushed aggregate and granular material (taking 3.30 cum material for 10 sqm area) conforming to Table 400-12 (Physical characteristics) and Table 400-13 (grading) of MORT&H specifications (5th edition). The material shall be premixed with water at OMC in Mixing Plant/Pan type mixer/Pug Mill and mixed material carried to site by tippers and spread uniformly and evenly on the prepared sub base/base by paver finisher of adequate capacity and all high and low spots remedied by removing or adding aggregate, as required and rolled with 8-10 tones roller to achieved/desired density. It shall included the cost of tools and plants, carriage of material from stacks, templates, barriers, safety temporary warning lamps at night, chowkidar, maintenance of diversion etc. Complete in all respects as per MORT&H specification, drawings and the instruction of Engineer-in-Charge.	70	Cum		
7	Taking out existing kerb stones of all types from footpath/ central verge, including removal of mortar etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50 metre lead as per direction of Engineer-in-Charge.	2000	Metre		
8	Providing and laying 30-40mm thick bituminous concrete as per clause 507 of MORT&H specification with mechanical paver after mixing aggregate and bitumen as per design mix in Hot mix plant using minimum 5.4% bitumen of grade VG-30 and using both coarse and fine aggregate filler stone dust @ 2% by weight of aggregate confirming to relevant specification laid in MORT&H specification clause 507.2.2 and 507.2.2 and 507.2.3 with grading confirming to table 500.17 gradation-II of MORT&H specification and density of bituminous concrete as laid 2.35 gm/cc complete in all respect as per MORTT&H specification and to entire satisfaction of Engineer-in-Charge.	975	Cum		
9	Providing and laying Tack Coat with bitumen VG-10 using sprayer @ 3.0kg/10 sqm on prepared bituminous surface, heating bitumen in boiler and spraying the bitumen with spray set fitted on bitumen boiler including cleaning of road surface with complete in all respect as per clause 503 of MORT&H specification (5th revision) and to entire satisfaction of Engineer-in-Charge.	32500	Sqm		
Total					

Note Price submitted in the online bid only

(Signatures of the Tenderer)