

BID DOCUMENT FOR

PROVIDING 4 Nos. PHOTOCOPIER MACHINES ON RENTAL BASIS IN THE OFFICE BUILDING OF CHB, CHANDIGARH

Date of release/ publishing of Tender 26-01-2021

Last Date of
Submission of document : 02.02.2021

Price Rs.590/-

Website: <http://chandigarh.gov.co.in>
<http://etenders.chd.nic.in/nicgep>

Tel: 0172-4601707

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**CHANDIGARH
HOUSING BOARD**
A CHANDIGARH ADMINISTRATION UNDERTAKING

Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh-Bid Document

PART-I

**CHANDIGARH HOUSING BOARD
PRESS NOTICE
(To be issued for Publication in Newspapers)
Notice Inviting e-Tenders**

Executive Engineer-V(Elect) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh Invites Item Rate Tenders through e-Procurement process from agencies dealing in office automation equipments for providing 4 Nos. Photocopier machines on rental basis in the office building of CHB, Chandigarh

Estimated Cost: - Rs. 14,31,600/- Earnest Money:- Rs.29,000/-, Period of Completion:- 36 Months, Last date of submission of bid online is 02/02/2021, Last date of physical submission of bid is 05/02/2021 & date of opening bid is 05/02/2021.

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

Detail Regarding Tendering Process

Name of work	Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh	
Estimated composite cost (Rs. In Lakh)	Total Cost: Rs.14,31,600/-	
Period of Contact	36 Months	
Name of the Employer	Chandigarh Housing Board	
Adress of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	https://etenders.chd.nic.in/nicgp/app	
Document Fee (Non Refundable)	<p>Rs. 590/- (non-refundable/non adjustable) inclusive of GST to be submitted on line through e-tendering portal i.e. https://etenders.chd.nic.in</p> <p>Bidder can submit their bid only after depositing online. The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal.</p> <p><i>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.</i></p>	
Milestone Dates		
Downloading of e-tender document	Start date:	26-01-2021 at 1000 Hrs.
	End date:	02-02-2021 upto 1700 Hrs.
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	26-01-2021 at 1000 Hrs.
	End date:	02-02-2021 upto 1600 Hrs.
Date of submission of e-tender	Start date:	26-01-2021 at 1000 Hrs.
	End date:	02-02-2021 upto 1700 Hrs
Physical submission of Tender including EMD, Tender Document Fee, Documents required for eligibility & other necessary documents.	Start date:	02-02-2021 at 1000 Hrs.
	End date:	05-02-2021 upto 1530 Hrs.
Opening of technical bid (Online)	05-02-2021 at 1600 Hrs.	

Opening of price bid (Online)	<i>To be intimated to all eligible Bidders separately.</i>
Bid validity period	Seventy Five (75) days from the last day of receipt of Technical Bid.
Earnest Money Deposit	<p><i>The EMD required for placing the e-bid shall be Rs. 29,000/- to be submitted on line through e-tendering portal i.e. https://etenders.chd.nic.in</i></p> <p><i>Bidder can submit their bid only after depositing EMD online.</i></p> <p><i>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal.</i></p> <p><i>The amount of EMD is refundable and adjustable.</i></p> <p><i>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</i></p> <p><i>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.</i></p> <p>A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited by <i>bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal</i> and the remaining amount in the shape of Bank guarantee issued by a Scheduled Bank having validity 180 days or more from the date of submission of the tender (stipulated/ extended).</p>
Proformance Security	<p>The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' of 5% (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at call Receipt of any scheduled bank/ Banker's Cheque of any scheduled Bank/ Demand draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs.100000/-) or Govt. security or fixed deposit receipt or Guarantee Bonds of any scheduled bank or State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>



LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS

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

NOTE: - Hard copies of the documents except Financial Bid listed at Sr. No.3 above shall be submitted by the bidders.

CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'

S. No.	Description	Remarks
1.	Whether the valid proof of dealing in office automation equipments has been attached?	Yes / No
2.	Whether the Earnest Money as per the Press Notice has been attached?	Yes / No
3.	Whether the cost of Document as per the Press Notice has been appended?	Yes / No
4.	Whether definite proof from appropriate authority of having completed similar works during the last seven years ending last day of the month previous to the one in which tenders are invited has been attached?	Yes / No
5.	Whether the Form 'A' Letter of Transmittal as per attached proforma in Section-II has been submitted?	Yes / No
6.	Form 'B' – Information of Bidder	Yes / No
7.	Whether the Form 'C' – Details of similar works completed during last 7 years has been submitted?	Yes / No
8.	Whether the Form 'D' – Performance Report of works referred to in Form-B has been submitted?	Yes / No
9.	Whether the Affidavit as per Annexure-I have been submitted?	Yes / No
10.	Whether the Power of Attorney as per Annexure-II has been submitted?	Yes / No
11.	Whether any additional condition in tender has been quoted?	Yes / No
12.	Whether the Scanned copies of self attested documents related to E.M.D., cost of Document & other eligibility document has been uploaded along with the Bid?	Yes / No
13.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
14.	Whether the certificate of registration of GST with UT, Chandigarh & acknowledgement of filed GST returns have been submitted/ Uploaded?	Yes/ No
15.	Whether the Copy of PAN has been submitted/ Uploaded?	Yes / No

DECLARATION

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

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

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

Date

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

**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER**

(To be uploaded on website as Press Notice also)

1. Executive Engineer-V(Elect) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh Invites Item Rate Tenders through e-Procurement process from agencies dealing in office automation equipments for providing 4 Nos. Photocopier machines on rental basis in the office building of CHB, Chandigarh for the following work:

Name of work and location.	Estimated cost put to Bid (in Lakh)	Earnest Money	Document Fee	Period of completion	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in the NIT	Time & date of opening of Technical Bid.
Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh	Rs.14,31,600/-	Rs.29,000/-	Rs. 590/-	36 Months	02.02.2021	05.02.2021 at 1600Hrs.

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

Initial criteria for Eligibility for tender.

1.2 Applicants who fulfill the following requirements shall only be eligible to apply.

a) Should have dealing in office automation equipments.

b) Should have satisfactorily completed similar works during the last seven years ending last day of the month previous to the one in which tenders are invited.

Three similar works each costing not less than Rs.5.75 Lakh or two similar works each of costing not less than Rs.8.60 Lakh or one similar work of costing not less than Rs. 11.50 Lakh

Similar work shall mean "Photocopier machines on rental basis" Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

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

EE-V(Elect.)

of completion to the last date of submission of bid.

- c) Firm(s)/Contractors against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for post-qualification.

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

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

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

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

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

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

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

3. The time allowed for carrying out the work will be 36 Months from the date of start ~~as defined in Schedule 'F' of Financial Bid in Part III of this document~~ or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document. In case of non-handing over of any part of site, the extension in time limit for the proportional delay shall be allowed as per the agreement.

The time allowed for carrying out the work will be three (3) years from the date of start or

from the first day of handing over of the Photocopier machines, whichever is later in accordance with the phasing, if any, indicated in the Tender Document. In case of non-handing over of any Photocopier machines, the extension in time limit for the proportional delay shall be allowed as per the agreement.

4. ~~The Site for the work is available.~~

5. i) Bid document consisting of ~~plans~~, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-V (Elect.) between 11.00 AM & 3.00 PM from 27-01-2021 to 02-02-2021 everyday except on Saturdays, Sundays and Public Holidays.

ii) Bid document ~~excluding 'General Condition of Contract for Central PWD Works' (available in market for sale)~~ for this work contract, can be downloaded from Chandigarh Administration web site <http://chandigarh.gov.in>. Bid document shall not be available on Chandigarh Administration website after the stipulated date & time for downloading.

The cost of Tender document i.e. Rs. 590/- will have to be deposited as mentioned in detail regarding tendering process. The hard copy shall be placed in Envelop 'A'.

iii) Earnest money amount will have to be deposited as mentioned in detail regarding tendering process in shape as prescribed shall also be placed in Envelop 'A' along with Check List.

6. (a) Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the web site of Chandigarh Administration web site: <http://etenders.chd.nic.in/nicgp>

The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to Earnest Money Deposit, Cost of Tender Document and 'Eligibility Documents'.

(b) Hard copies of the complete e-Tender i. e. 'Eligibility Documents' (except 'Financial Bid') are also to be submitted in sealed 'Envelopes B' duly labeled 'Name of Work', 'Name of Agency' and last date of submission of tender. **Envelop 'A'** and **Envelop 'B'** shall be submitted together in another sealed **Envelop 'C'** labeled with 'Name of Work', 'Name of Agency' and last date of submission of tender.

Envelop 'C' as mentioned above must be submitted to the Superintendent(Admn.), in Room Number-39, upto 3.30 PM at CHB Block 'A' Chandigarh with in four working days i.e by 05-02-2021 from the last date of submission of Online e-Tender mentioned above. Failure to furnish the said original documents will entail rejection of Bid.

Any Tender submitted through e- Procurement process but without physical submission of document mentioned above and without the acknowledgement of Superintendent (Admn.)

will be treated as invalid and shall be rejected without opening. There will not be any liability on CHB on this account.

- (c) Before proceeding further with the e- Procurement process, the envelope 'A' containing earnest money, cost of document & check list shall be opened first and Envelop 'B' containing 'Eligibility Document' of those agencies whose earnest money & cost of document found in order shall be opened in the office of EE-V (Elect.), CHB by the committee on the 05-02-2021 at 4.00 P.M.
- i) The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified contractors to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.
7. The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' of 5% (Five percent) as mentioned in Detail Rergarding Tendering Process.

This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at call Receipt of any scheduled bank/ Banker's Cheque of any scheduled Bank/ Demand draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 100000/-) or Govt. security or fixed deposit receipt or Guarantee Bonds of any scheduled bank or State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

~~The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW (Building & Other Construction Workers) Welfare Board and Programme chart (Time and Progress) within the period specified in Schedule F.~~

8. The description of the work is as follows:

Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh

~~Copies of other drawings and documents pertaining to the works will be opened for inspection by the Tenderers at the office of the concerned EE of CHB. Tenderers are also advised to carefully inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. CHB will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and~~

~~specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. if any are issued to him by the CHB and local conditions and other factors having a bearing on the execution of the work.~~

9. The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. **All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.**
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
11. The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
14. The tenders for the work shall remain open for acceptance for a period of **Seventy Five (75) days** from the last day of receipt of Technical Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Chairman, CHB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
15. This '**Bid Document**' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.

- b) ~~General condition of contract for Central PWD works 2020, tender form of CPWD 7/8 as amended from time to time.~~
16. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 17. Any incorrectness / deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
 18. The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms/ statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc. etc.
 19. Any contractor offering lower rates after the opening of tenders shall be liable to be black-listed.
 20. All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
 21. Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
 22. Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
 23. To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
 24. The Executive Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
 25. If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
 26. If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
 27. Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
 28. The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.

29. The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the Board. The Board reserves the right to call for additional information & clarification of information submitted by the Tenderer.
30. The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the Board in no case will be responsible or liable for these costs, regardless of the conduct or out come of the process.
31. While execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated.
32. The department reserves the right to reject any prospective application without assigning any reason.

Executive Engineer-V (Elect.),
Chandigarh Housing Board
Chandigarh

PART-II

**DOCUMENT RELATED
TO
ELIGIBILITY CRITERIA
AND
OTHER RELATED DOCUMENTS**

SECTION – I

INFORMATION & INSTRUCTIONS FOR BIDDERS

SECTION – I
INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 GENERAL:

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

information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, the tenderer is liable to be blacklisted & debarred from tendering in CHB and the EMD forfeited, Further, if this Contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.

2.0 DEFINITIONS:

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

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

3.0 METHOD OF APPLICATION:

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

4.0 FINAL DECISION MAKING AUTHORITY.

The CHB reserves the right to accept or reject any Bid and to annul the post-qualification process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidders.

5.0 PARTICULARS PROVISIONAL

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

6.0 SITE VISIT

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

7.0 EVALUATION CRITERIA

7.1 The details submitted by the Bidders will be evaluated in the following manner :

7.1.1 The initial criteria prescribed in Part-I, Para 1.2 above in respect of experience of similar class of works completed, ~~Valid Enlistment Certificate~~ etc. will first be scrutinized and the bidder's eligibility for the work be determined.

7.2 Even though any Bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

8.0 LETTER OF TRANSMITTAL

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

9.0 OPENING OF PRICE BID

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

10.0 AWARD CRITERIA

10.1 The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- a) Amend the scope and value of contract to the bidder.
- b) Reject any or all of the applications without assigning any reason.

10.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

SECTION - II

INFORMATION REGARDING ELIGIBILITY

Form-A

LETTER OF TRANSMITTAL

From:

To

Executive Engineer-V (Elect.),
Chandigarh Housing Board,
Chandigarh..

Sub: Submission of Bid for the work of Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh

Sir/Madam

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

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

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

Certificate:-

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

EE-V(Elect.)

FORM "B"

INFORMATION OF BIDDER
(Only to be filled by the Bidder)

1.	Name & Office Address of the Applicant	
2.	Office Telephone No. /Telex No. / e-mail id	
3.	Legal entity of the applicant, that whether the firm is (Attach copies of original document in support of the information being provided)	
a)	An Individual	
b)	A Proprietary Firm	
c)	A Firm in partnership	
d)	A Limited company or Corporation	
e)	A Consortium/Joint Venture Company	
4.	Particulars of registration with various Government Bodies, if any (attach attested photo-copy) for products/ firm or category	
	Organization/Place of registration	Registration No. & Date
5.	Permanent Account Number (attach copy also)	
6.	Names and Titles of Directors/ Officers/ Representative with designation to be concerned with this work, with his Mobile and Land line Telephone numbers	

7.	Details, if any, pertaining to the Product/items that have ever been debarred by any Govt. Department/ is under consideration for debarring.	
8.	Name and address of authorized dealer who can participate in bidding process.	
9.	Any other information.	

Dated:

SIGNATURE(S) OF BIDDER

FORM 'C'

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

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

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

SIGNATURE OF BIDDER(S)

[Handwritten Signature]
EE-V(Elect.)

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

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

Dated:

Executive Engineer or Equivalent

EE-V(Elect.)

ANNEXURE-I

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

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

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

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

VERIFICATION:

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

Dated: _____

To whomsoever it may Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our request for prequalification work of _____, including signing and submission of all documents and providing information and responses to clarifications/enquiries etc. as may be required by CHB and signing of agreement if awarded the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney) _____

Notes:

- To be executed by the Applicant
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s)

ANNEXURE-III

FORM OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

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

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

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Date the _____ date of _____ 2021

For _____

(Indicate the name of Bank)

(Authorized Signatory with Bank's Seal)

ANNEXURE-IV

To,

The Bidder.....,

.....
.....

Subject: NIT No. for the work **Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh**

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer

[Signature]
EE-V(Elect.)
[Signature]

**ANNEXURE-IV-A
Integrity Pact**

To,
Executive Engineer-V (Elect.),
Chandigarh Housing Board
Chandigarh

Sub: Submission of Tender for the work **Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

ANNEXURE-IV-B

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

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

BETWEEN

President of India represented through Executive Engineer,
Chandigarh Housing Board, Chandigarh, (Name of Division), (Hereinafter referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

[Signature]
EE-V(Elect.)

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- 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.
 - 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.
 - 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.
 - 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.
 - The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

PART-III

FINANCIAL BID

Special Conditions and other related documents for submission of Financial Bid



INSTRUCTIONS FOR CONTRACTORS

1. Tender to be witnessed at page No. 42-43 of Tender Documents.
2. The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
3. In Schedule - 'A' appended to the Tender Documents, the Item rate must be filled both in words and figures. Accordingly, the overall quoted amount of the tender should be worked out.
4. The contractor(s) shall quote the rates keeping in mind, all taxes, GST, Excise duty, etc., etc.,



**CHANDIGARH
HOUSING BOARD**

A CHANDIGARH ADMINISTRATION UNDERTAKING

Providing 4 Nos. Photocopier Machines on rental basis in the
office building of CHB, Chandigarh-Bid Document

PART- A

EE-V(Elect.)

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

CHANDIGARH HOUSING BOARD

STATE	U.T., Chandigarh	CIRCLE	II
BRANCH	Electrical	DIVISION	V, CHB
ZONE	Chandigarh	SUB DIVISION

PERCENTAGE/ ITEM RATE TENDER & CONTRACTS FOR WORKS

A Tender for the work of **Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh**

- i. To be submitted by 1530.00 Hours on 05-02-2021 to Supdt. Admn., CHB.
- ii. To be opened in presence of tenderers who may be present at 1600 Hours on 05-02-2021 in the office of Executive Engineer-V (Elect.), Chandigarh Housing Board, Chandigarh.

Downloaded by _____ (contractor)

TENDER

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

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

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

A sum of Rs.29,000/- is hereby deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through [https:// etenders.chd.nic.in](https://etenders.chd.nic.in) portal. A copy of UTR No/ Transaction slip is scanned & uploaded. If I/we, fail furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely, otherwise the said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates

EE-V(Elect.)

to be determined in accordance with the provision contained in Clause 12.2, 12.3 and 12.5 of the tender form.

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

I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money/ Performance Guarantee.

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

Dated _____

Witness: _____

Address: _____

Occupation: _____

Signature of the contractor

Postal Address

ACCEPTANCE

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

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

- a)
- b)
- c)

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

Signature

Designation

Dated

Part B

- I - General/ Specific Conditions, Specifications
- II - Financial Bid for quoting rates

General/ Specific Conditions

In case the quoted amount of the tender including any financial implication involved is same of more than one agency and they are the lowest, then the work will be allotted to the agency through draw of lots in the presence of the concerned agencies whosoever like to be present. The decision of the board will be final and binding on all the concerned.

- 1.1. The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.2. The quantities of Photocopies can be increased or decreased at any stage unless and otherwise specified. No claim on account of such changes will be entertained. However the payment to the contractor under running/final bills shall be governed by actual quantities of the Photocopies taken out at the rate allotted per copy.
- 1.3. The contractor shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work.
- 1.4. Deduction on account of Income Tax shall be made at the rate prescribed by law from the gross payment due to the contractor in accordance with section 194 C of Income Tax Act 1961, in force.
- 1.5. Deduction on account of GST on the payment to the contractor shall be made as prescribed by law from time to time.
- 1.6. For all purposes such as release of the Performance Guarantee/release of the Security etc., be considered after date of completion of contract.
- 1.7. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. The contractor shall extend the validity accordingly if the contract period is extended.
- 1.8. Amount of work can be increased or decreased according to the requirements of the department and no claim on this account will be entertained.
- 1.9. Nothing extra shall be paid for any local carriage and re- handling of Photocopier machine/material irrespective of lead and lift.
- 1.10. All T&P required for the labour will have to be arranged by the agency.
- 1.11. The persons engaged for the work shall be qualified as per relevant trade rules.
- 1.12. The contractor shall be fully responsible for character and credentials of the staff deployed. The staff deployed shall only be the liability of the contractor.
- 1.13. The contractor shall provide all necessary tools and plants to his workmen.
- 1.14. It is the responsibility of the contractor to keep the electrical installations neat & clean.
- 1.15. In case any accidents during the Operation/Maintenance of the equipment leading to injuries/damages to human beings /equipments and/or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the department against

- any claim arising out of such accidents. Consequential damages to the other system will however be not recoverable from the contractor.
- 1.16. This is purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right of employment in the department
 - 1.17. The quoted rates shall be included all taxes. Nothing extra shall be paid.
 - 1.18. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
 - 1.19. The Board reserves its right to bifurcate the work between one or more agencies and further reserves its right to withdraw a part of a work of a particular item at any stage during the execution of work without prejudice to the right of the Board to recover, liquidated damages under various provisions of the contract agreement.
 - 1.20. The Rental Contract of Photocopier Machines includes preventive maintenance/monthly regular services of the Photocopier Machines and / or replacement of any items/spare parts of good/ standard quality for keeping the Photocopier Machines active and free from any defects/disturbance.
 - 1.21. The Rental charges shall include of consumables items i.e. Cartridges/Toners, Drum, fixing film, pressure roller, paper pick up roller, spacer set etc. etc. except Papers.
 - 1.22. All the machines must be serviced onsite at the office premises. The agency will provide adequate standby machines/systems if the problem is not solved within 24 hours.
 - 1.23. All the complaints should be attended within 24 hours, failing which penalty for not attending the complaint will be made.
 - 1.24. If any Photostat Machine is not repaired on site within 24 hours, the firm will provide a standby Photostat Machine. If, however, the firm fails to repair or provide a standby Photostat Machine within 24 hours, then a compensation of Rs.500/- (Rupees Five hundred only) per machine per hour will be charged for delay beyond the 24 hours till such time the Photostat Machine is repaired and the same would be deducted from the bills of the firm.
 - 1.25. The Rental rates mentioned in this contract will be valid for a period of three (3) years.
 - 1.26. The contractor should confirm any ambiguity and discrepancy related to the work before submitting the tender.
 - 1.27. Scheduled preventive maintenance should be done at least once in a month.
 - 1.28. Department will take over the machines from the successful bidder in working condition.
 - 1.29. Firm would have to provide unscheduled, or on call corrective and remedial services to set right the malfunctioning of the machines which includes replacement of unserviceable parts.
 - 1.30. The parts replaced will either be new or equivalent/higher in performance/capacity.
 - 1.31. The firm will prepare separate logbooks for each of the machines to be taken under on Rental basis and preventive maintenance with special cleaning of the machines from outside and inside with liquid cleaner will be carried out on quarterly basis. A preventive Maintenance Report from the user/in charge under which the concerned

- machine is located, would be submitted to EE-V (Elect.), CHB failing which a compensation of Rs.2000/- (Rs. Two thousand only) per quarter per machine would be imposed. The payment will strictly be made on the basis of satisfactory report from the user.
- 1.32. The service engineers would take up any reported fault within two hours. As far as possible, the repairs would be carried out on site itself. However, in case the equipment is taken to the workshop in exceptional circumstances, the firm would provide a standby for the same. The firm will also provide maintenance and repair services on holidays in case of emergency.
- 1.33. Department will not be responsible for damage caused to Machines due to electric fluctuations which will be set right by the firm at their own cost. There would be no refusal for repair of machines on account of unsatisfactory, dusty environment, mishandling, misuse (except accident like fire, earthquake etc.) For proper usage of machines firm may take steps to guide/train the users in their interest at their own cost.
- 1.34. In case of intermittent failure and repetitive problems due to improper diagnosis or repair i.e. machine(s) becoming non-working/faulty within one day of its last repair, the machine will be treated as continuously down from the date of original reporting of fault in the machine(s) for the purpose of compensation for non-repair of the machine(s) as per condition 1.38 above.
- 1.35. Firm shall provide functional mobile phone numbers to their service engineers for prompt communication and intimate the same to the Department.
- 1.36. In case the part that requires, replacement, is not available, the same should be replaced with a higher level of part that is compatible with the system.
- 1.37. No advance payment in any case would be made. However, first and final payment after completion of time period would be made on production of satisfactory reports from the concerned users.
- 1.38. The contract can, however, be terminated by the Department at any time without assigning any reason.
- 1.39. The act of backing out will debar such firm from participating in the future tenders of this department for five (5) years in Chandigarh Housing Board.
- 1.40. The award of the arbitrator shall be conclusive, final and binding on the parties thereto. It shall be no objection that the arbitrator is a Govt. Servant and that he has to deal with the matters to whom the contract relates or that in course of his duties as Govt. Servant, he has expressed views on all or any matters in disputer or difference.
- 1.41. Department reserves the right to reject any or all the tenders received without assigning any reason.
- 2.0 Payment Terms**
- 2.1 The payment to the firm shall be made on quarterly basis, at the end of each quarter subject to satisfactory performance.
- 2.2 If performance is not found satisfactory, payment for that quarter will be forfeited and if unsatisfactory performance is continued then contract is liable to be terminated.

SPECIFICATIONS:

The Photocopier Machines to be supplied shall be of Reputed Brand, it should have the following features:

- RAM in MB 512 MB
- Zoom Range 25% to 400% (1% increment)
- Resolution Minimum 1200 x 1200 dpi printing
- Speed copying
(No. of copies per minute) Minimum 25 ppm
- A4/ Legal/ A3 size printing
- Duplex Printing (Front and Back)
- Network Printer and scanner feature
- With Touch Screen
- Digital locking facility with Password
- Provision for printing of documents, forms, certificates etc. should be available

FORMAT OF INDEMNITY BOND.

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

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

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

Whereas the indemnified herein has awarded to the Indemnifier therein a contract for the 'Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh' on terms and conditions set out interalia in contract/Award No. _____ valued at Rs. _____ only)

And whereas the above mentioned contract provides for 'Providing 4 Nos. Photocopier Machines on rental basis in the office building of CHB, Chandigarh' as per terms & conditions of the contract.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that he shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work in respect of his contractual obligations emanated from the contract already referred to the extent of Rs. _____/-Rupees _____ only)

This indemnity shall be in force up to the date of the item from our end.

Name
Designation

WITNESS:

- 1.
- 2.

FINANCIAL BID FOR WORK: PROVIDING 4 Nos. PHOTOCOPIER MACHINES ON RENTAL BASIS IN THE OFFICE BUILDING OF CHB, CHANDIGARH

Sr. No.	Description of Photocopier machine	Quantity	Unit	*Rate to be quoted inclusive of all taxes	Amount
1	Photostate Machines 25 PPM, All Size paper, colour Scanner, network printer Duplex copy and print. Two paper tray and one bypass tray, Touch panel system DADF fully automatic on Rental basis (For 36 Months)	4 Nos.	Each Per month		
2.	Approximate Nos of Photocopies to be taken out except paper	1599831 Nos.	Each		
	Total Amount in figure				
	Total Amount in words				

Note: - * Nothing extra than the rate quoted above shall be payable.

Recommended for approval please.
Agree
Superintending Engineer-II
Chandigarh Housing Board
Chandigarh

[Signature]
Executive Engineer-V (Elect.)
Chandigarh Housing Board,
Chandigarh

This NIT containing 51 pages as per Index is hereby approved.

[Signature]
Chief Engineer
Chandigarh Housing Board
Chandigarh
18/1/21