

**BID DOCUMENT
FOR
DISPOSAL OF SURPLUS (SERVICEABLE AND
UN-SERVICEABLE) CIVIL ITEMS LYING IN
C.H.B. CENTRAL STORE, INDUSTRIAL AREA
PHASE-I, CHANDIGARH ON "AS IS WHERE IS
BASIS".**

Date of release/ publishing of Tender _____

Last Date of
Submission of document : _____, 2021

Price Rs.590/-
[Rs.500/-+18% GST]

INDEX

Sr. No.	DESCRIPTION	PAGE NO.
1.	Press Notice	3
2.	Detail regarding Tendering Process	4-5
3.	List of Documents to be uploaded by the tenderer.	6
4.	Check List	7
5.	Notice Invitation Tender	8-11
6.	Schedule	12
7.	Additional Conditions	13-14
8.	Information & Instructions for Bidders.	15-17
9.	Letter of Transmittal Form 'A'	18
10.	Specimen Proforma for Affidavit to be submitted by the applicant alongwith other documents regarding No criminal proceeding. Annexure-I	19
11.	Format for Power of Attorney-Annexure-II	20
12.	Forms related to integrity- Annexure-III, III-A & III-B	21-28
13.	Tender Form No -7	29-31
14.	Dispute Redressal Committee	32-33
15.	Appointment of Arbitrator	34
16.	Abstract of Quantity	35-37
17.	Financial Bid for quoting rates	38



**CHANDIGARH HOUSING BOARD
PRESS NOTICE**

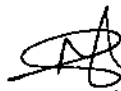
(To be issued for Publication in Newspapers)

Notice Inviting e-Tenders

Executive Engineer-III on behalf of Chairman, Chandigarh Housing Board ^{R-} invites percentage rate Tenders through e-Procurement process from the Agencies/ Firms/ Contractors / Tenderers/ Kabari/ Junk dealers for the work "Disposal of surplus (serviceable and unserviceable) Civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on "As is where is Basis".

Earnest Money:- Rs.42000/-, Period of Completion:-01 Month, Last date of submission of bid online is 19/08/2021, Last date of physical submission of bid & date of opening bid is 24/08/2021.

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


Executive Engineer-III,
Chandigarh Housing Board
Chandigarh.

Detail Regarding Tendering Process

Name of work	Disposal of surplus (serviceable and unserviceable) Civil Items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on "As is where is Basis".	
Earnest Money	Rs.42000/-	
Period of completion	One month	
Name of the Employer	Chandigarh Housing Board	
Address of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	https://etenders.chd.nic.in/nicgep/app	
Document Fee (Non Refundable)	<p>Rs.590/- (Non-refundable/Non adjustable) Inclusive of GST to be submitted online through e-tendering portal i.e https://etenders.chd.nic.in. Bidder can submit their bid only after depositing online.</p> <p>The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in.portal.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the website. The hard shall be placed in Envelop 'A'</p>	
Milestone Dates		
Downloading of e-tender document	Start date:	13/08/2021 at 1000 Hrs.
	End date:	19/08/2021 upto 1700 Hrs.
Clarification regarding set of terms	Start date:	13/08/2021 at 1000 Hrs.
	End date:	19/08/2021 upto 1700 Hrs.
Date of submission of e-tender	Start date:	13/08/2021 at 1100 Hrs.
	End date:	19/08/2021 upto 1700 Hrs.
Physical submission of Tender including EMD, Tender Document Fee, Documents required for eligibility & other necessary documents.	Start date:	20/08/2021 at 1000 Hrs.
	End date:	24/08/2021 upto 1500 Hrs.
Opening of technical bid (Online)	24/08/2021 upto 1530 Hrs.	
Opening of price bid (Online)	To be intimated separately to all qualified bidders	
Bid validity period	75 Days	
Earnest Money Deposit	<p>The EMD required for placing the e-bid shall be Rs.42000/- to be submitted on line through e-tendering portal i.e. https://etenders.chd.nic.in.</p> <p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in Portal.</p> <p>The amount of EMD is refundable / adjustable.</p>	

	<p>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.</p>
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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 Performa in Section-II.
	ii. 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
	iii. Certificate of Registration under GST and acknowledgement of up to date filed return
	iv. Copy of PAN
	v. Declaration of the Integrity Agreement Annexure III, III-A, III-B.
	vi. 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 Earnest Money as per the Press Notice has been attached?	Yes / No
2.	Whether the cost of Document as per the Press Notice has been appended?	Yes / No
3.	Whether the Form 'A' Letter of Transmittal as per attached proforma has been submitted?	Yes / No
4.	Whether the Affidavit as per Annexure-I have been submitted?	Yes / No
5.	Whether the Power of Attorney as per Annexure-II has been submitted?	Yes / No
6.	Whether any additional condition in tender has been quoted?	Yes / No
7.	Whether the Scanned copies of self attested documents related to F.M.D., cost of Document & other eligibility document has been uploaded along with the Bid?	Yes / No
8.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
9.	Whether the certificate of registration of GST & acknowledgement of filed GST returns have been submitted/ Uploaded?	Yes/ No
10.	Whether the Copy of PAN has been submitted/ Uploaded?	Yes / No
11.	Whether the Integrity Pact duly signed in the presence of witness have been submitted /uploaded	Yes/No

DECLARATION

- 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.
- I/We hereby further declare that the Tender has been completed and submitted by us in the manner prescribed in the document and consider myself/ourselves eligible and in possession of all the documents required.
- I/We hereby also declare that, I/We have not been blacklisted/ debarred/ Suspended/ demoted by any department of Chandigarh Administration or in of any state/Union Territory of the Republic of India for any reasons what so ever.

Date

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



**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER**

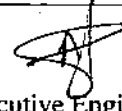
(To be uploaded on website as Press Notice also)

1. Executive Engineer-III on behalf of Chairman, Chandigarh Housing Board, invites percentage rate Tenders through e-Procurement process from the Agencies/ Firms Contractors / Tenderers/ Kabari/Junk dealer Disposal of surplus (serviceable and unserviceable) Civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on "As is where is Basis"					
Name of work and location.	Earnest Money (Rs.)	Document Fee(Rs.)	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
Disposal of surplus (serviceable and unserviceable) Civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis'	Rs.42000/-	Rs. 590/-	01 Months	Refer Detail regarding tendering process of Bid Document on website*	Refer Detail regarding tendering process of Bid Document on website*
*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)	Firm(s)/Contractors against whom any criminal proceedings are pending in any court of law relating to any project/work 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.			
	b)	GST registration Certificate is to be obtained by the bidder. If the bidder has not obtained GST registration as applicable then he shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CHB, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CHB or GST department in this regard.			
	c)	Must possess PAN			
	d)	Integrity Pact: The contractor shall download the integrity pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids. In the event of his failure to sign and upload the integrity pact along with other bid documents, his bid shall be rejected.			
	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, 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 01 Month from the date of start as defined in allotment letter.	
4.	The material is available for inspection.	
5.	i)	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'.
	ii)	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. <u>Envelop 'C' as mentioned above must be submitted to the Superintendent(Admn.), in Room Number-39, upto 3.00PM at CHB Block 'A' Chandigarh with in four working days i.e by 24/08/2021 from the last date of submission of Online e-Tender mentioned above. Failure to furnish the said original documents will entail rejection of Bid.</u> 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 be 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-II CHB by the committee on the stipulated time & date mentioned in the tender notice.
	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 competent authority on behalf of the Chairman, CHB does not bind itself to accept the highest 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 is put forth by the tenderer, the same shall be summarily rejected.	

8.	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.
9.	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.
10.	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.
11.	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 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.
12.	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.
13.	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.
14.	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.
15.	All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
16.	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.
17.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
18.	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.
19.	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.
20.	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 outcome of the process.

21. The department reserves the right to reject any prospective application without assigning any reason.



Executive Engineer-III,
Chandigarh Housing Board
Chandigarh.

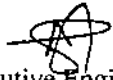


EE-III, CHB



SCHEDULE

- 1 The purchaser shall within the time frame given in DNIT/Allotment letter, pay to the Engineer-in-Charge the total amount of tender/bid where upon he/they shall take possession of the surplus material lying in CHB Central Store Industrial Area Phase-I Chandigarh.
- 2 List of disposal of surplus (serviceable and un-serviceable) Civil Items lying in CHB Central Store, Industrial Area Phase-I, Chandigarh on "as is where is basis" is attached in this document.
- 3 The surplus civil items lying in CHB Central Store, Industrial Area Phase-I, Chandigarh on "as is where is basis" shall be removed from the site and the site level made clear where ever required by and at the expense of the tenderer/bidder within One Month as mentioned in the allotment letter in all respects to the satisfaction of the Engineer.
- 4 The purchaser shall acquire no interest in the central store except a license to enter thereon for the purpose only for lifting of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis' and in particular shall not be entitled to reside or allow anyone to reside or remain on the property except a chowkidar that to for the period of contract only.
- 5 The purchases shall not be assigned to any other party without the consent in writing of Engineer-in- Charge.
- 6 If the purchaser fail(s) to observe or perform any provisions of the contract or become(s) insolvent, or make(s) arrangement with creditors or if any bribe gratuity gift loan perquisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the purchaser or the purchaser's servants or agents to any public officer or person in the employment of the President in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-Charge may determine the contract without prejudice to recovering from the purchaser of any loss thereby incurred.
- 7 No labourer below the age of 14 years shall be employed on the work of demolition. The contractor shall pay his labour not less than the wages paid for similar work in the neighborhood and is governed by minimum wage Act applicable at UT Chandigarh/CHB.
- 8 In the case of by partners any change in the constitution of the firm shall be forthwith notified by the purchaser to the Engineer-in-Charge for his information.
- 9 If any dispute shall arise in connection with the contract the same shall be referred to the Chief Engineer, CHB, and his decision shall be final and binding on the parties.


Executive Engineer-III,
Chandigarh Housing Board
Chandigarh.

Additional Conditions

- 1.1 The tenderer/bidder whose tender/bid is accepted shall deposit @100% of tendered value within 7 days of the award of the work. The amount of earnest money shall be released after clearance of site to the satisfaction of Engineer-in-Charge, otherwise shall get the site clear at risk and costs of contractor.
- 1.2 While quoting the rates the purchaser shall take into account the surplus (serviceable and un-serviceable) civil items lying in CHB Central Store, Industrial Area Phase-I, Chandigarh on "as is where is basis". The total amount quoted by the highest contractor online at State Bank of India, CHB Branch, Sector 9-D, Chandigarh Account No. 10413593032, IFSC code SBIN0010604 within 7 days of award of work.
- 1.3 Work shall be completed within One Month from the date of written instruction to start the work. In case of delay levy of Rs.3,000/-+GST per day delay shall be imposed and amount shall be adjusted from the security deposit.
- 1.4 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 1.5 The tenderer shall visit and inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to surplus (serviceable and un-serviceable) civil items lying in CHB Central Store, Industrial Area Phase-I, Chandigarh on "as is where is basis" shall be accepted after awarding of the contract. All costs, charges & expenses that may be incurred in connection with the preparation of his tender shall be borne by him and the Institute accepts no liability whatsoever therefore. Failure by the tenderer to have done all the things, which in accordance with his condition he is deemed to have done shall not relieve the successful tenderer of the responsibility for satisfactory completion of the work as required.
- 1.6 Taxes: GST as per prescribed rules or any other taxes applicable under the Act will be charged extra. Successful bidder has to pay the GST and submit documentary evidence to the Engineer-in charge.
- 1.7 Income Tax (Tax collected at source & surcharge as per section 206(c) of the Income Tax Act) will be payable by the purchases (Or applicable) over and above the quoted price & will be paid to Income Tax Office.
- 1.8 Payment Terms : On Completion of bid and Award of Contract to the highest bidder, the highest bidder shall deposit 100% of the amount of bid value within Seven days (from the date of issue of letter of Award of Contract) to the Executive Engineer-III, CHB. If successful Purchaser fails to deposit the amount, his EMD will be forfeited and further he will be disqualified for the participation in further participation in e-tender of CHB.
- 1.9 Suitable safety arrangement should be provided as per CPWD Safety Code.
- 1.10 All the Disposal of surplus (serviceable & un-serviceable) material, Civil Items lying in CHB central store offered for sale is on "As is where is Basis". It is expressly understood that the bidder has fully satisfied himself regarding the quality, quantity & condition of surplus (serviceable & un-serviceable) civil items before bidding. It is presumed that the bidder is fully aware of lot put to e-tender and no complaint whatsoever will be entertained after the bid is made.
- 1.11 As per provisions contained under Section 206 (c) of the Income Tax Act, 1961, Income Tax as applicable of the amount will be payable by the successful bidders

- in the form of Demand Draft of nationalized and schedule bank & it will be collected by CHB and paid to Income tax Office.
- 1.12 All the statutory and non-statutory dues, taxes, rates, assessment charges, fees etc. owing to anybody. Act Govt. tax/Levy present as well as future shall be borne by the e-Bidder / participant.
 - 1.13 The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded (without interest) after finalization of e-tender process. The Earnest Money Deposit shall not bear any interest.
 - 1.14 The Chairman, Chandigarh Housing Board, Chandigarh/Authorized Officer has absolute right to accept or reject any or all the offer(s) or adjourn/postpone/cancel the e-tender without assigning any reason thereof.
 - 1.15 In the event of any dispute or difference arising out of this bid, the same shall be referred to the sole Arbitrator appointed by the Chairman, Chandigarh Housing Board. The award of the Arbitrator shall be final and binding on the bidders.
 - 1.16 The successful bidders will have to start and accomplish the work like Disposal of surplus (serviceable & unserviceable) civil items and clear the site properly within stipulated time of **1 month from the date of deposit of full bid money** to CHB/ written instruction from CHB to the satisfaction of the Engineer-in-charge. If the bidder does not remove the material from the site within **prescribed period**, EE can confiscate the balance materials lying at site.
 - 1.17 The Bidder shall be responsible for protecting the property of the CHB at the time of lifting of disposable surplus civil items. During lifting of disposable surplus material, if any damage occurred, will be compensated/rectified by the successful bidder. The damage will be assessed by Engineer-in-Charge.
 - 1.18 For any query bidders can contact the Sub Divisional Engineer, Sub Division No. (Store), CHB on any working day between 10:30 AM to 4:00 PM except Saturday, Sunday and other gazetted holiday.
 - 1.19 The inspection of disposable surplus (serviceable & unserviceable) material put on e-tender will be permitted to interested bidders at C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh from 1030 Hrs. to 1600 Hrs. during office hours, with prior appointment on Mobile No 9888021888 (Sh. Mrityunjay Kumar, SDE), Mobile No 9888553408 (Sh. Davinder Singh, Asstt. Engineer).
 - 1.20 All the disputes arising out of this contract shall be within Jurisdiction of Court at Chandigarh.

INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for deciding eligibility (annexed).
- 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.

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 exercising 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 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 NIT 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.

8.0 LETTER OF TRANSMITTAL

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

9.0 OPENING OF PRICE BID

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

10.0 AWARD CRITERIA

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

Form-A

LETTER OF TRANSMITTAL

From:

To

Executive Engineer-III,
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of Bid for Disposal of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis'.

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 and accompanying statement are true and correct.
2. I / We certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any construction work/project executed by me/us. I/We also certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.

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)



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 **Disposal of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis'**
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 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 exercising(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 exercising(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 exercising(s)



ANNEXURE-III

To,
The Bidder.....
.....
.....

Subject: NIT No. For the work Disposal of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis'

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-III



ANNEXURE-III-A

Integrity Pact

To,
Executive Engineer III,
Chandigarh Housing Board
Chandigarh

Sub: Submission of Tender for the work **Disposal of surplus (serviceable and unserviceable) civil items lying in CHB. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis'**

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-III-B

To be signed by the bidder and same signatory competent/ exercising 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 I: 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 Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.



- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

Tender process or terminate/determine the Contract. If already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) Forfeiture of EMD : 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 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/Contract 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 :



CHANDIGARH HOUSING BOARD

STATE	U.T., Chandigarh	CIRCLE	I
BRANCH	Civil	DIVISION	III, CHB
ZONE	Chandigarh	SUB DIVISION	Store

PERCENTAGE RATE TENDER & CONTRACTS FOR WORKS

A Tender for the work of Disposal of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on 'As is where is Basis', To be submitted by 1500.00 Hours on 24/08/2021 to Supdt. Admn., CHB.

i. To be opened in presence of tenderers who may be present at 1530 Hours on 24/08/2021 in the office of Executive Engineer-III, 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.42000/- is hereby deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> Portal. A copy of UTR No/ Transaction slip is scanned & uploaded. If I/we, fail furnish the prescribed advance full and final payment before start of work as stipulated, 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, I/We agree that in case of forfeiture of Earnest Money 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.


EE-III, CHB

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

Dated

Designation

Dispute Resolution Committee under Clause 25 of GCC (as per CPWD Works manual) will be applicable for any dispute between the both parties.

Clause 25	
Constitution of Dispute Redressal Committee (DRC)	As prevailing in Board, presently headed by CEO, CHB

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the Chief Executive Officer (CE/CEO) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CEO. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Bid Document. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CHB, in charge of the work or if there be no Chief Engineer, the Chief Executive Officer, CHB or if there be no Chief Executive Officer, the Chairman, CHB (CE/CEO/CM) for appointment of arbitrator on prescribed Performa as per Bid Document under intimation to the other party. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration. The CE/CEO/CM shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/CEO/CM for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then The Chairman, CHB shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs.100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC. It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. The place of arbitration shall be in Chandigarh. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

APPOINTMENT OF ARBITRATOR

To

The Chief Engineer,
Chandigarh Housing Board
Chandigarh

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signature of the applicant
(only the person/authority who
signed the contract should sign)

ABSTRACT OF QUANTITY

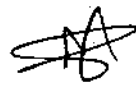
Name of work:-	Disposal of surplus (serviceable and unserviceable) civil items lying in C.H.B. Central Store, Industrial Area, Phase-I, Chandigarh on "As is where is Basis"
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CIVIL ITEMS			
Sr.No.	Items	As per Sock	
		Qty.	Unit
Part A Serviceable			
1	Steel 8mm	22.404	MT
2	Steel 10mm	0.970	MT
3	Steel 12mm	3.293	MT
4	Steel 16mm	3.033	MT
5	Steel 20mm	11.030	MT
6	Steel 32mm	0.290	MT
7	Steel Round 12mm	1.705	MT
8	Bitumen 25/85	7.405	MT
9	Tower bolt 200mm Alluminium	551	Nos.
10	Tower bolt 150mm Alluminium	484	Nos.
11	Tower bolt 100mm Alluminium	579	Nos.
12	Sliding bolt 200 mm Alluminium	257	Nos.
13	"D" Type handle 125mm Alluminium	930	Nos.
14	Door Stopper	1160	Nos.
15	Steel Serew 25X6	22000	Per 1000 Nos.
16	I Hock	610	Nos.
17	M.s Plate 8mm	3.060	MT
18	M.S. Plate 10mm	0.258	MT
19	Channel 175X75 mm	0.418	MT

20	G.I. Spout 2"	400	Nos.
21	G.I. Spout 1.1/2"	466	Nos.
22	M.S. Flat 50X10	2.240	MT
23	M.S. Angle 40X40X5	272.500	Kg
Part B Unserviceable			
1	Sliding bolt 200 mm M.S. fitting	171	Nos.
2	Sliding bolt 150 mm M.S. fitting	166	Nos.
3	M.S. I Hook Alluminium	592	Nos.
4	M.S. Handle 125 mm	976	Nos.
5	M.S. Handle 100mm	208	Nos.
6	Wooden door Shutter 23"X79"	47	Nos.
7	Wooden Window Shutter 18"X43"	27	Nos.
8	Wooden Window Shutter 18"X27"	24	Nos.
9	Wooden Window Shutter 18"X31"	4	Nos.
10	Iron Scrap	1465	Kg
11	Steel Bench	57	Nos.
12	Flex Board small = 11, g = 38, Full size = 1, flex Frame = 8,	12.50	Kg
13	G.I. Sheets	35	Nos.
14	Bamboo for Banners	37	Nos.
15	Steel doors with angle iron chowkhat (approx.wt.)		Nos.
16	Angle	1105	Kg
17	Door shutters	94	Nos.
18	G.I. pipes (various size / length) (approx.wt.)	10	Nos.
19	Drum	1	No.
20	MS Truss (30 Kg)	1	No.

21	Pressed Steel Chowkhat (approx. wt.)	2	Nos.
22	Iron Scrap	10	Kg
23	Electrical (Scrap Material)	3600	Kg
24	Furniture (Scrap)		
25	Steel Chairs (scrap)	920	Kg
26	Steel Table (Scrap)	1070	Kg
27	Wooden furniture (Scrap)	200	Kg
28	Revolving Chairs (Scrap)	1070	Kg
29	Plastic chairs + Dustbins	70	Kg
30	Iron Scrap (Lab equipments & gates)	925	Kg

Note:- Agency has to level the ground where ever required.


Executive Engineer-III,
Chandigarh Housing Board,
Chandigarh.

FINANCIAL BID FOR THE WORK DISPOSAL OF SURPLUS (SERVICEABLE AND UN-SERVICEABLE) CIVIL ITEMS LYING IN C.H.B. CENTRAL STORE, INDUSTRIAL AREA PHASE-I, CHANDIGARH ON "AS IS WHERE IS BASIS".

PART	DESCRIPTION	AMOUNT
1	DISPOSAL OF SURPLUS (SERVICEABLE AND UN-SERVICEABLE) CIVIL ITEMS LYING IN C.H.B. CENTRAL STORE, INDUSTRIAL AREA PHASE-I, CHANDIGARH ON "AS IS WHERE IS BASIS". (DNIT Amount)	Rs.21,00,000/-

I/we will pay to the C.H.B. % (in figures) i.e
 (a)* Percent (in words) (b)* (write above only) of the total cost of Rs.21,00,000/- (Rs Twenty One Lakh Only) in addition to Rs.21,00,000/-. The overall amount of the Tender comes out to be Rs. (in figures) (Rs.) (c)* (in words) with my quoted Rates.

*** Note:**

- For filling up the portion marked (a)* above the agency is to quote the percentage in figure and words. Percentage is to be quoted up to three digits after decimal.
- For filling up the portion marked (b)* above, the agency is to quote above only
- For filling up the portion marked (c)* above the agency is to quote the amount in figures and words.
- In case of any ambiguity or difference between the quoted percentage and amount, the amount worked out at '(c)' above will be considered as correct and the percentage will be considered accordingly.
- Agency has to quote rates more than the cost of Rs.21,00,000/-. Any Bid less than of Rs.21,00,000/- or equal to Rs.21,00,000/- shall be summarily rejected.
- GST as per prescribed rules or any other taxes applicable under the Act will be charged extra. Successful bidder has to pay the GST and submit documentary evidence to the Engineer-in charge.

Dated _____ Signature of the Bidder (s) _____

Examined and recommended for approval pl.

Executive Engineer-III
Chandigarh Housing Board,
Chandigarh

Superintending Engineer-I
Chandigarh Housing Board
Chandigarh

12/7/2021

This NIT containing 38 pages as per Index amounting Rs.21,00,000/- (Rs Twenty One Lakh Only) is hereby approved.

Chief Engineer
Chandigarh Housing Board
Chandigarh

14/7/21