



**CHANDIGARH  
HOUSING BOARD**  
A CHANDIGARH ADMINISTRATION UNDERTAKING

CHANDIGARH HOUSING BOARD  
8 JAN MARG, SECTOR 9-D, CHANDIGARH

**BID DOCUMENT  
FOR  
ENGAGEMENT OF CONSULTANT  
FOR PREPARATION OF DETAILED PROJECT  
REPORT(DPR), BID PROCESS MANAGEMENT &  
PROJECT MANAGEMENT  
FOR THE WORK CONSTRUCTION OF  
66KV SUB-STATION WITH GIS TECHNOLOGY  
INCLUDING CIVIL WORKS, 66KV FEEDER LINES &  
ELECTRIFICATION OF THE AREA IN IT HABITAT  
AT RGCTP, CHANDIGARH**

Last Date for *online*  
Submission of document : 08-04-2022

Fee of Document: Rs.2950/-  
(Rs.2500+ 18% GST)

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### Disclaimer

Chandigarh Housing Board has prepared this Bid Document to provide information to the interested parties for preparation of their bid for **'Engagement of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management & Project Management for the work construction of 66KV substation with Gas-Insulated Substation (GIS) Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'**.

This Bid Document is open to Bidders, who have experience of working in power sector and successfully provided consultancy/services for completed Project in construction of 66KV Grid sub-station or in higher voltage capacity substation. The information is provided under the terms and conditions set out in this Bid Document.

While CHB has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither them nor any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, explicit or implied as to the exhaustiveness/ completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Respondents to this Bid Document are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information laid down in Bid Document.

CHB reserves the right not to proceed with the Project at any site or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any respondent.

No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid.

## BACKGROUND INFORMATION

The Chandigarh Housing Board, a Chandigarh Administration undertaking, was established in the year 1976 by extending the Haryana Housing Board Act, 1971 to the Union Territory of Chandigarh. The primary objective of the Board is to provide reasonably priced, good quality housing for the shelter less persons residing in the Union Territory of Chandigarh. Right from the beginning, the Board has focused upon the construction and allotment of houses for the less affluent sections of society on hire-purchase basis. Chandigarh Housing Board has constructed a total of 67565 houses of various categories. It has been estimated that about 25% of the population of Chandigarh is living in CHB houses. Over time, the Board has maintained a reputation for providing well designed houses with good quality of construction at prices much lower than the market.

**Chandigarh Housing Board (CHB) under the aegis of Chandigarh Administration intends to engage the services of consultant for preparation of Detailed Project Report (DPR), Bid Process Management & Project Management for the work construction of 66KV substation with Gas-Insulated Substation (GIS) Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh, who have experience of working in power sector and successfully provided consultancy/services for similar completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity Substation.**

## SECTION-1

### TENDER NOTICE CHECK LIST

## TENDER NOTICE

'e' Procurement System

Executive Engineer -V (Elect.), CHB on behalf of the Chairman, Chandigarh Housing Board invites sealed Item Rate Tenders through e-Procurement process from the eligible, reputed & experienced firms/agencies/bidders for the following work, who have experience of working in power sector and successfully provided consultancy/services for similar completed Project in construction of 66KV Grid Sub-station with GIS Technology or in higher voltage capacity substation.

**Earnest Money:- Rs.5,00,000/-, Document Fee:-Rs.2950/-, Period of Completion:-365 Days,** Last date of submission of bid online is 08/04/2022, Last date of physical submission of bid & date of opening bid is 13/04/2022. Pre Bid Conference shall be held on 28/03/2022 at 11.00 AM in Board Room Block 'C' CHB Chandigarh.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgep>. Tel: 0172-4601707.

**CHECK LIST TO ACOMPANY THE 'ELIGIBILITY DOCUMENTS'**

S. No.	Description	Yes / No
1.	Whether the Earnest Money as per the Tender Notice has been attached?	Yes / No
2.	Whether the cost of Document as per the Tender Notice has been appended?	Yes / No
3.	Whether the Integrity Pact duly filled, signed & stamped in the presence of witnesses has been attached?	Yes / No
4.	Whether the Performa indicating the particulars of Firm/ Agency /Company/Individual duly filled, signed & stamped has been attached?	Yes / No
5.	Whether definite proof from appropriate authority of having satisfactorily completed consultancy/services <b>for similar completed Project in construction of 66KV Grid sub-station with GIS Technology</b> or in higher voltage capacity substation has been attached?	Yes / No
6.	Whether the Letter of Transmittal has been submitted?	Yes / No
7.	Whether the Affidavit has been submitted regarding: (i) Non pendency of any criminal proceedings and submission of authentic and valid documents. (ii) Confirmation that eligible similar works(s) has/ have not been got executed through another agency/firm on back to back basis.	Yes / No
8.	Whether balance sheets duly audited/verified by the Chartered Accountant for a period of previous three years. Profit/Loss statement for a period of previous three years duly signed by the CA has been attached?	Yes / No
9.	Whether the Power of Attorney by applicant has been submitted?	Yes / No
10.	Whether all the statements, documents, certificates for owning responsibility for their correctness/authenticity have been signed?	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 the Certificate of GST No. & PAN has been 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.....  
Seal of Company.....



## SECTION-2

### INSTRUCTIONS TO BIDDERS

- LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS
- TECHNICAL EVALUATION CRITERIA

## 2.1. DEFINITION

“**Application**” shall mean the response submitted by interested parties to the Invitation of ‘Bid’ published by CHB.

“**Assignment Fee**” shall mean the fixed fee to be paid as per schedule of payments by the CHB to the Consultant as given in the Bid document.

“**Bid**” shall mean the signed technical & financial offer submitted by the Bidder in response to this ‘Bid’.

“**Bidder(s)**” shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the ‘Bid Document’.

“**Bid Validity**” shall mean the period for which the Bids shall remain valid as per Clause 2.13

“**CHB**” shall mean Chandigarh Housing Board and or Board,

“**Client**” means CHB, its authorized agencies and assignees.

“**Contract Agreement**” shall mean the agreement to be signed between the Successful Bidder and the Client for the execution of the Project.

“**Consultant**” shall have the same meaning as Successful Bidder and with whom the Contract Agreement has been signed.

“**Implementation Agency**” shall mean the agency selected for providing comprehensive consultancy for the Project ‘Construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines & electrification of the area in IT Habitat at RGCTP Chandigarh’.

“**LOA**” Letter of Award shall mean the letter issued by the Client to the Successful Bidder inviting him to sign the Contract Agreement

“**Performance Security**” shall mean the amount to be paid by the Successful Bidder as per Clause 3.6 of ‘Bid document’.

“**Project**” shall mean ‘Construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh’ for which this ‘Bid document’ has been issued and consultant is to provide services in accordance with and as per the terms & conditions of this document/agreement.

“**Bid document**” shall mean bid document issued by CHB to the Firms for inviting Bids for Engagement of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management & Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines & electrification of the area in IT Habitat at RGCTP Chandigarh.

“**Site**” shall mean the place where the location at IT Habitat at RGCTP, Chandigarh for which the services as mentioned under the scope of work for the Project are to be carried out and the detail of which are provided in this ‘Bid document’.

**"Start of Work"** shall mean the date of commencement of works by the Consultant as defined in Clause 3.3 of Notice Inviting Bid.

**"Successful Bidder"** shall mean the Bidder declared successful Bidder as per Clause 2.24 and who has been invited by CHB to sign the Contract Agreement.

**"Client's Representative"** shall mean the representatives of the Client who are duly empowered and authorized to act for and on their behalf

**"Contract"** means the Contract signed by the Parties and all the attached documents including Notice Inviting Bid, Instruction to Bidders, Terms of Reference, Client's Requirements, Consultant's Proposal, General Conditions of Contract and the Appendices, amendments to tender documents if any, and schedules.

**"Parties"** means Client and Consultant, each one individually referred to as Party.

**"Day"** means calendar day.

**"Proposal"** means the Technical Proposal submitted by the Consultant with the 'Bid document'.

**"Assignment"** means the work to be performed by the Project Consultant pursuant to the Contract.

**"Terms of Reference"** (TOR) means the document included in the 'Bid document' as Section 3.

**"Authorized Representative"** shall mean the representatives of "Client" and/or "Consultant" as the case may be who are duly empowered and authorized by their respective organizations to act for and on their behalf.

**"Services"** shall mean the services to be provided by the Consultant as per the scope of work for the Project

**"GIS"** shall mean Gas-Insulated Substation.

## 2.2 General

Chandigarh Housing Board (CHB) intends to obtain comprehensive Consultancy for preparation of Detailed Project Report (DPR), Bid Process Management & Project Management for the work **'Construction of 66KV Sub-stations with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'**.

'Bid Document' is invited from **reputed & experienced Consultants/firms having experience of working in power sector and successfully provided consultancy/services for similar completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation** as mentioned in the eligibility criteria for providing Comprehensive Consultancy Services right from the Stage of Concept to Completion of work **'Construction of 66KV Sub-stations with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'** which broadly includes Data collection from the existing and planned grid stations.

distribution network and preparation of scope of works including underground utility mapping, detailed Design & Engineering Support (Electrical, Civil, Structural & Electromechanical), Technical specifications, Supporting Services, Preparation of detailed Electrification Scheme for submission to the local Electricity authorities for obtaining Approvals for execution of the project, preparation of detailed estimate, Tender Document(s) Assistance in Evaluation & Finalization of Tenders etc., etc.

'Bid document' can be down loaded from the Chandigarh Administration web site *Website:* <http://etenders.chd.nic.in/nicgep>, <http://tenders.gov.in>.

While submitting the tender, '**Document Fee**' Rs.2950/-(Rs.2500/-+18%GST) (**non-refundable/non adjustable**) **inclusive of GST and 'Earnest money' of Rs.5,00,000/- is to be submitted on line through e-tendering portal i.e. <https://etenders.chd.nic.in>**. Bidder can submit their bid only after depositing online. The payment may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through <https://etenders.chd.nic.in> portal. *The bidder must upload the copy of UTR No/ Transaction slip on the web site.* The hard copy shall be placed in Envelop 'A'.

The amount of EMD is refundable and adjustable.

The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.

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', '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.

Bidder shall ensure that 'Hard copies' of all the Eligibility Documents as uploaded by the Bidder shall be placed and submitted in the manner as described above and shall be submitted by the specified date and time to the Superintendent (Admn.) in Room Number-39, Block 'A' of CHB office Building Complex, Sector-9-D, Chandigarh. 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.*

Pre Bid Conference shall be held on 28/03/2022 at 11.00 A.M. in the CHB Board Room in Block 'C', CHB Office Building Complex at 8 Jan Marg, Sector-9 Chandigarh. The department reserves the right to reject any or all of the Bids/ applications without assigning any reason.

All disputes concerning in any way with this assignment are subject to Chandigarh jurisdiction only.

Chandigarh Housing Board (CHB) invites sealed 'Bid document' for providing 'Comprehensive Consultancy Services right from the Stage of Concept to Completion of the work for **Construction of 66KV Sub-stations with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh** from reputed & experienced consultants/firms **having experience of working in power sector and successfully provided consultancy/services for similar completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation.**

Bidders to submit the 'Bid' for providing the comprehensive consultancy for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work '**Construction of 66KV Sub-stations with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh**'.

### 2.3 Important Information

Consulting Fee (inclusive of GST, all taxes and levies excluding statutory payments to local bodies)	To be quoted by the agency online as per page 75
Cost of Document	Rs.2950/-(Rs.2500/-+18%GST)(non-refundable/non adjustable) is to be submitted on line through e-tendering portal i.e. <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> 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 <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal. <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>
Earnest Money	The EMD required for placing the e-bid shall be Rs.5.00 Lakh (Rupees Five Lakh only) to be submitted on line through e-tendering portal i.e. <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> Bidder can submit their bid only after depositing EMD online. The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal The amount of EMD is refundable and adjustable. The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids.

	provided it is not forfeited. The bidder must upload the copy of UTR No/ Transaction slip on the web site. The hard copy shall be placed in Envelop 'A'.
Download Bid documents Website : <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a> ,	From <u>24-03-22</u> to <u>08-04-22</u>
Pre Bid Conference	<u>28-03-2022</u> at Board Room Block 'C' CHB Chandigarh.
Last Date & time of Submission of Bids (Bid due date) online	<u>08-04-2022</u> at <u>1800</u> hrs
Last Date & time of Physical Submission	<u>13-04-22</u> at <u>1500</u> hrs
Date & time of opening of Technical Bids	<u>13-04-22</u> at <u>1600</u> hrs
Validity Period of Bid	75 days from the last date for submission of Bid.
Date and time of submission of performance security	15 days from issue of Letter of Acceptance
Validity Period for Performance Security (Form D)	60 days beyond the date of completion of the project i.e. Phase -II
Date and Time of signing of Contract Agreement	10 days from issue of Letter of Award
Completion period of the Work	Phase I (Planning) – 120 Days from date of Start of Works Phase II (Implementation) – 245 Days from the end of Phase I

Address for Communication

Executive Engineer-V (Elect.),  
Chandigarh Housing Board,  
8 Jan Marg, Sector-9D, Chandigarh  
Telephone No. 0172-4601707

'Bid' Document can be obtained from the *Website*: <http://etenders.chd.nic.in/niegep>.

#### 2.4 Significant Points

- 2.4.1 Bidder must not have been blacklisted or deregistered by any govt. agencies or public sector undertaking before the submission of Bid.
- 2.4.2 The Bidder shall submit his 'Bid' as detailed in this document at Clause 2.9
- 2.4.3 'Bid document' consists of:
- Notice Inviting Bid (Tender Notice)
  - Instructions to Bidders (Including Annexure)
  - Terms of Reference.
  - Scope of work.
- 2.4.4 The Contract shall be governed by the documents listed in Clause 2.4.3 above and relevant standards and specifications, which are available commercially.
- 2.4.5 Bidders may obtain further information in respect of 'Bid document' from the office of the Executive Engineer-V(Elect.), Chandigarh Housing Board, 8 Jan Marg, Sector 9-D, Chandigarh and during the pre bid conference to be held as per Clause 2.2 above.
- 2.4.6 All Bidders are hereby cautioned that Bids containing any material deviation or reservation as described in Clause 2.22 of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- 2.4.7 CHB reserves the right to accept or reject any or all applications without assigning any reasons, No Bidder shall have any cause of action or claim against the CHB for rejection of his Bid.

#### 2.5 Eligibility to bid

This invitation is open to all those Consultants/firms,

- i) should be a registered legal entity in India
- ii) Should have experience of working in 'Power Sector' for last 05 years.
- iii) Bidder shall submit the performance certificates for executed consultancy jobs
- iv) The consultancy firm should be reputed, experienced, well acquainted and **having experience of working in power sector and successfully provided consultancy/services for completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation**
- v) Agencies To become eligible have to furnish an affidavit as under (attach affidavit as per Form-D)

The undersigned hereby certify that there are no criminal proceedings pending/ongoing in any court of law regarding any consultancy project executed by me/us.

And

Confirmation that eligible similar works(s)has/ have not been got executed through another agency/firm on back to back basis.(Scanned copy to be uploaded at the time of submission of bid)

- vi) **Integrity Pact:** The consultant/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 duly filled, signed & stamped in the presence of a witness along with other bid documents, his bid shall be rejected. (**attach as per Form-G, G-I & G-II**)
- vii) The consultancy firm should attach Balance sheets duly audited/verified by the Chartered Accountant for a period of previous three years. Profit/Loss statement for a period of previous three years duly signed by the CA.

## 2.6 Disqualification

- 2.6.1 Even if a Bidder meets the above criteria, CHB may order disqualification of the Bidder if
- a. The Bidder has:
- Made misleading or false representations in the forms, statements and attachments submitted; or
  - The Bidder stands blacklisted by any government agency before the submission of Applications under this invitation of 'Bid'
  - Submitted more than one Bid under this invitation of 'Bid'

## 2.7 Bid Document

- 2.7.1 Contents of Bid Document shall consist of the documents listed in Notice Inviting Bids along with any schedules, addendum or corrigendum etc issued by CHB for the purpose.
- 2.7.2 **Pre-Bid Conference**
- CHB shall conduct a pre-bid meeting at the time and venue mentioned in Clause 2.2 of Instruction to Bidders to answer any queries/ clarification in connection with the Project and to give them relevant information regarding the same.
- 2.7.3 Amendments to the Bid Document
- 2.7.3.1 At any time prior to the deadline for the submission of Bids, CHB may, for any reason, whether at its own initiative or in response to a



clarification or query raised by a prospective Bidder, modify the **Bid Document** by an amendment notice.

2.7.3.2 The said amendment in the form of an addendum/ corrigendum will be uploaded on the website: <http://etenders.chd.nic.in/nicgep> for information of prospective Bidders.

2.7.4 In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, the CHB may, at its discretion, extend the deadline for the submission of Bids. Preparation of Bid

2.7.4.1 The Bidder is solely responsible for the Preparation of Bids and details therein.

2.7.4.2 The Bidder is expected to examine carefully all the contents of '**Bid Document**' as mentioned in Tender Notice including instructions, conditions, forms, terms, Client's requirements etc and factor the same into his Bid. Failure to comply with the requirements as detailed in these documents shall be at the Bidders own risk. Bids which are not responsive to the requirements of '**Bid Document**' will be rejected.

2.7.4.3 The Bidder shall be deemed to have inspected the Site & services and its surroundings and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Bid.

2.7.4.4 The Bidder shall bear all costs associated with the preparation and submission of his Bid and CHB will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

## 2.8 Project Inspection and Site Visit

2.8.1 The Site information given in this '**Bid Document**' is for guidance only. The Bidder is advised to visit and examine the Site and its surroundings at his/her cost and obtain all information that they may deem necessary for preparing the Bid and executing the Project. Bidders can obtain information from EE-V(Elect.), CHB regarding contact persons for the site visit.

2.8.2 CHB shall not be liable for such costs, regardless of the outcome of the selection process and no reimbursement of whatsoever nature in this regard shall be made by CHB.

## 2.9 Documents Comprising the Bid

### 2.9.1 Envelope A marked eligibility document:-

- a. EMD
- b. Document Fee
- c. Integrity Pact duly filled, signed & stamped in the presence of a witness
- d. Check List

### 2.9.2 Envelope B marked eligibility document:-

- a. Letter of transmittal (as per Form A)
- b. Affidavit (as per Form D) regarding no criminal proceedings and submission of genuine and correct documents. And Confirmation that eligible similar works(s)has/ have not been got executed through another agency/firm on back to back basis.
- c. Power of Attorney (as per Form B) (in favor of the authorized signatory of the Bidder) to submit Bid.
- d. Eligibility Documents/Technical forms i.e. Document showing consultancy work /services for completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation (as per Form C).

### 2.9.3 Envelope C:-

All these three envelopes (A & B) are to be placed in another Sealed envelope 'C'. Where applicable, the Bidder should validate the data provided as above using suitable documentary evidence such as client certificates issued by concerned authorities etc.,

### 2.9.4 Financial Bid.

- a. 'Financial Bid' to be submitted only online as per BOQ.

#### Note:

- i. List of documents has been prepared mainly for the convenience of the Bidders and any omission on the part of CHB shall not absolve the Bidder of his responsibility of reading and understanding the various Clauses in the '**Bid Document**' and to submit all the details specifically called for (or implied) in those Clauses.
- ii. All documents issued for the purposes of Bidding as described in Notice Inviting Bids, and any amendments issued in accordance shall be deemed as incorporated in the Bid.

## 2.10 Language of Bid

- 2.10.1 The Bid and all related correspondence and documents relating to the Project shall be written in the English language. Supporting documents and printed literature furnished by the Bidder, if any, may be in another language provided they are accompanied by an accurate English translation. Any material that is

submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

**2.11 Currency of Bid**

All the payments for the project shall be made in Indian Rupees only.

**2.12 Bid Document Fee and Earnest Money**

2.12.1 Rs.2950/-(Rs.2500/-+18%GST) as "Bid Document fee; is to be submitted on line through e-tendering portal i.e. <https://etenders.chd.nic.in>. Bidder can submit their bid only after depositing EMD online.

2.12.2 Earnest Money for an amount of Rs.5.00 Lakh (Rupees Five Lakh only) is to be submitted on line through e-tendering portal i.e. <https://etenders.chd.nic.in> Bidder can submit their bid only after depositing EMD online.

2.12.3 The amount of EMD is refundable and adjustable. The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.

2.2.1 Earnest money of the Successful Bidder shall be returned upon the Successful Bidder executing the Contract Agreement with the Client and on submission of Performance Guarantee, as mentioned in Clause 3.6 of Terms of Reference.

**2.2.2 The Earnest Money shall be forfeited:**

- a. if a Bidder withdraws his Bid during the period of Bid Validity, or
- b. in the case of the Successful Bidder:-
  - i. If the necessary Performance Security for performance is not furnished as per Bid Document
  - ii. If the Contract is not signed within the time limit specified in the document.

**2.13 Bid Validity**

Bids shall be valid for a period of 75 days from the last day of receipt of bids. CHB reserves the right to reject any Bid, which does not meet this requirement.

**2.14 Extension of Bid Validity**

Prior to the expiry of the original Bid Validity Period, CHB may request Bidders to extend the Bid Validity Period for a specified additional period.

**2.15 Format and Signing of Bid**

- i. Bid documents shall be stamped and signed on all pages by a person duly authorized to sign Bid documents. The Bidder shall also submit a power of attorney authorizing the person signing the documents in accordance with Clause 2.9 of the Instruction to Bidders.

- ii. Entries to be filled in by the Bidder shall be typed or written in indelible ink.
- iii. The Bid shall be without alterations, overwriting, interlineations or erasures except those to accord with instructions issued by CHB, or as necessary to correct errors made by the Bidder. All amendments/corrections shall be initialed by the person or persons signing the Bid.
- iv. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

#### 2.16 Submission of Bids

- i. Bids should be submitted to the Superintendent (Admn.) in Room Number-39, Block 'A' of CHB office Building Complex, Sector-9-D, Chandigarh addressed to:  
Executive Engineer-V(Elect.),  
Chandigarh Housing Board,  
8 Jan Marg, Sector-9D,  
Chandigarh.  
**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.**
- ii. The last date for submission of completed Bids is given in Clause 2.3 of Instructions to the Bidder. The CHB may, at their discretion, extend this date, in which case all rights and obligations of the CHB and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated/ extended date for submission of Bid is subsequently declared as a Public Holiday, the next official working day shall be deemed as the date for submission of Bid.
- iii. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. CHB shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- iv. Bids sent telegraphically or through other means of transmission (Tele-fax etc.), which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.

#### 2.17 Modifications/ Substitution/ Withdrawal of Bids

- i. The Bidder may modify, substitute, or withdraw his submitted Bid after submission, provided that written notice of the modification, substitution, or withdrawal is received by CHB on or before the last date for submission of Bids. No Bid shall be allowed to be modified, substituted, or withdrawn by the Bidder in any manner whatsoever thereafter.
- ii. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered on or before the last date for submission of Bids in

accordance with Clause 2.16 with the envelopes being additionally marked "**Modifications/ Substitution/ Withdrawal**", as appropriate. In case of complete substitution or withdrawal, the earlier document shall be returned unopened at the time of opening of Bids.

**2.18 Late Bids**

Any Bid (except financial bid) received by the Superintendent (Admn.) in Room Number-39, Block 'A' of CHB office Building Complex, Sector-9-D, Chandigarh after the deadline prescribed for submission of Bids in Clause 2.3 of Instructions to Bidder herein will be returned unopened to the Bidder.

**2.19 Power of Attorney**

- i. Bidders shall submit a Power of Attorney as per Form B, duly notarized and on a stamp paper of an appropriate value, in favor of the person signing the Bid documents. The said authority shall also include authority to make corrections/modifications and interacting with CHB and for acting as the contact person along with the technical requirements.

**2.20 Bid Opening and Evaluation**

**2.20.1 Bid Opening**

- i. The technical Bids containing cost of Bid Document, Earnest Money, Integrity pact, affidavit of regarding no criminal proceeding & Confirmation that eligible similar works(s)has/ have not been got executed through another agency/firm on back to back basis; Integrity Pact duly filled, signed & stamped in the presence of a witness; proof of consultancy work /services for completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation will be opened by a Committee in the presence of the Bidders or their representatives who choose to attend on the given date & time in the office of the Executive Engineer-V(Elect.), Chandigarh Housing Board, 8 Jan Marg Sector-9 Chandigarh. If such nominated date for opening of the Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- ii. Bids for which acceptable notices of withdrawal have been submitted in accordance with Clause 2.17 shall not be opened.
- iii. The Bid which does not comply with one or more of the foregoing instructions may not be considered.
- iv. On opening of the main Bid envelopes, it will be checked if they contain Technical Requirements & Earnest Money.
- v. The Bids will be examined to see if they are complete, and contain all documents as mentioned in Clause 2.9. If the documents do not meet the requirements of the **Bid**

**Document**, a note will be recorded accordingly by CHB and the said Bidder's Package will not be considered for further processing/evaluation.

- vi. **After evaluation of technical papers submitted by the 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**

### 2.21 Determination of Responsiveness

- i. Prior to the detailed evaluation of Bids, CHB will determine whether each Bid is responsive to the requirements of **Bid Document**
- ii. For the purpose of this Clause, a responsive Bid is one which
  - a. Is received by the Bid Due Date as per Clause 2.3 of Instructions to Bidder including any extension thereof, if any.
  - b. Is signed, sealed and marked as stipulated in Clause 2.9 and 2.15.
  - c. Is accompanied by the Power(s) of Attorney as specified in Clause 2.19
  - d. Contains all the information as requested in the **Bid Document** and in the required format
  - e. Contains information in formats same as those specified in this **Bid Document**
  - f. Is valid for the validity period as set out in Clause 2.3 and 2.13
  - g. Conforms to all the terms, conditions and specifications of **Bid Document** without material deviation or reservation. "Deviation" may include exceptions and exclusions. A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Bidder under the Contract, or which limits, in any substantial way, Client's rights or the Bidders obligations under the Contract as provided for in **Bid Document** and/ or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids at reasonable price.
- iii. If a Bid is not substantially responsive to the requirements of **Bid Document**, it will be rejected by CHB. The decision of the CHB as to which of the Bids are not substantially responsive shall be final.

### 2.22 Evaluation of Bids

- i. CHB would subsequently examine and evaluate eligible Bids in accordance with the criteria set out in this Bid Document.
- ii. CHB reserves the right to reject any Bid if:

- a. At any time, a material misrepresentation is made or uncovered; or
- b. The Bidder does not respond within the stipulated time to requests for supplemental information required for the evaluation of the Bid.

### 2.23 Clarification of Bids

Evaluation of technical packages submitted by Bidders shall be undertaken based on the details submitted in the technical package only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material if submitted will be disregarded. It is therefore essential that all the details are submitted by the Bidder accurately and specifically in their technical package avoiding ambiguous answers. However, CHB reserves the right to seek any clarification from Bidders for details submitted with technical package.

### 2.24 Award of Contract

#### 2.24.1 Award Criteria

Financial Bids shall be opened only the qualified and technically accepted bidders by the Technical Committee constituted by the CHB and the work shall be allotted to the selected agency as per final selection criteria.

#### Notification of Award

- i. Prior to the expiry of the period of Bid Validity, CHB will notify the successful Bidder in writing by registered post/ by courier. This letter (hereinafter called Letter of Acceptance) shall mention the sum which, the Client will pay to the Consultant (hereinafter and in the conditions of Contract called 'the Assignment Fee') in consideration of the work performed by the Consultant and amount of Performance Security to be submitted as prescribed by the Contract to the satisfaction of the Client. No correspondence will be entertained by CHB from the unsuccessful Bidders.
- ii. Upon submission of Performance Security by the successful Bidder as per Clause 3.6, CHB will issue the Letter of Award, the unsuccessful Bidders and discharge / return their Earnest Money after award of work.
- iii. The Letter of Acceptance shall constitute a part of the contract.
- iv. The Letter of Award shall constitute a part of the contract

#### 2.24.2 Signing of Agreement

- i. CHB shall prepare the Agreement in the Proforma (Form F) included in this Document, duly incorporating all the terms of agreement between the two parties. Within 30 days from the date of issue of the Letter of Award the successful Bidder will be required to execute the Contract Agreement.

- ii. The Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award
- iii. One copy of the Agreement duly signed by the Client and the Consultant through their authorized signatories will be supplied by the Client to the Consultant.
- iv. In case Successful Bidder does not sign the Contract with the Client within the specified period, the Client reserves the right to re-tender the project.

#### **2.25 Employment of Officers/ Retired Officers of CHB**

The Bidder(s), either at Proposal stage or during the execution stage shall not employ or attempt to employ any staff from current or past employees including retired employees of CHB in any capacity unless such employee has completed at least two years post retirement/ resignation or had obtained a 'No Objection Certificate' specific to this effect from CHB as the case may be.

#### **2.26 Client's right to accept any Bid and to reject any or all Bids**

Notwithstanding anything above, CHB reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders about the grounds for CHB's action.

CHB reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:

- a. in case no Bid is received,
- b. occurrence of any event due to which it is not possible to proceed with the selection process
- c. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition, objectivity and transparency of the selection process,
- d. any other reason, which in the opinion of the Client necessitates the cancellation of the selection process.

On occurrence of any such event, CHB shall notify all the Bidders within 7 days of such decision. CHB shall also promptly return the earnest money submitted by the Bidders within 15 days of issue of such notice. CHB is not obligated to provide any reason or clarification to any Bidder on this account. CHB's liability under this Clause is restricted to returning the earnest money and no other reimbursements of costs/ expenses of any type shall be made by the Client on this account.

The Client further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Client is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to any reasons.



LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS		
1.	Fee	
	i)	EMD
	ii)	Document Fee
	iii)	Integrity Pact duly filled, signed & stamped in the presence of a witness
	iv)	Check List
2.	Technical	
	i)	Letter of Transmittal
	ii)	Details of similar works completed (Annexure-III)
	iii)	Performance Report of all the works referred (Annexure-IV)
	iv)	Certified copy of the power of attorney/Board resolution.
	v)	Affidavit regarding no criminal proceedings and submission of genuine and correct documents. And Confirmation that eligible similar works(s)has/ have not been got executed through another agency/firm on back to back basis
	vi)	Certificate of GST No.
	vii)	Copy of PAN
	viii)	Balance sheets duly audited/verified by the Chartered Accountant for a period of previous three years. Profit/Loss statement for a period of previous three years duly signed by the CA
	ix)	Any other document as specified in Bid Document
3.	Financial Bid	Financial bid shall be uploaded on-line on <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a>

NOTE:- Hard copies of all the documents except Financial Bid shall be submitted by the bidders.

## SECTION-3

### TERMS OF REFERENCE

### 3. TERMS OF REFERENCE

#### 3.1 Purpose of the Assignment

Chandigarh Housing Board (CHB) intends to select a consultant for preparation of **Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh.** The Consultant shall be associated with the Client from concept to commissioning stage and shall be responsible for services as mentioned in the scope of work as per Clause 3.2 of Terms of Reference.

#### 3.2 Scope of work

The Project Consultant shall providing comprehensive Consultancy for preparation of **Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh** on all the matters of the project and shall be involved through the entire duration of the project till commissioning/till the defect liability period. The Consultant shall be responsible for the following services for the Project:

##### 3.2.1 Comprehensive consultancy Services

#### Phase-1

##### A. Engineering Activities

##### A.1 Pre-Engineering Activities

- Survey & Investigation
- Regulatory and Statutory Advisory
- Approvals and Clearances- Statutory & Regulatory
- Pre – Engineering Design / Reports
- Rough cost Estimate

##### A.2 Design & Engineering

- Detailed Design and Engineering
- Detailed Project Report (DPR)
- Preparation of Bill of Quantity and Cost Estimates
- Preparation of Construction Drawings and Design Co-ordination

##### B. Bid Process Management

- Package finalization
- Setting criteria for Pre-qualification
- Preparation of Technical Specifications and Tender Documentation

- Initial screening of executing agencies & Presentation by executing agencies
- Bid Evaluation & Project Commencement support

**C. Project Management**

**C.1 Pre Construction Stage**

- Project Planning and Bid Process

**Phase- II**

**D.1 Construction Stage**

- Project and Construction Management
- Design Review & Site Coordination
- Site Supervision & Monitoring

**D.2 Quality Assurance & Third Party Inspection**

- Implement Quality Control procedures
- Field inspection
- Material inspection

**D.3 Post-Construction stage**

- As Built Documentation
- Defect Liability
- Preparation of O&M Manuals Operation and Maintenance

**Note:**

Detailed scope of work is given in Section-6 of this document.

**3.3 Deliverables and Timelines**

The timelines for the project will start from the date of start of work defined in the letter of allotment and are as follows:

Phase	Stage	Time from the date of Start of Work (Days)
Phase- I	Stage- I to Stage- III	120
Phase- II	Stage- IV	245

The consultant shall deliver the following to the CHB:

S. No	Deliverable	Time from the date of Start of Work (Days)
	<b>Phase 1- Planning</b>	
Stage I- Preliminary Design stage & Stage II- Detailed Design stage	Investigation, studies, Scoping, Preparation of detailed Electrification Scheme for submission to the local Electricity authorities for their approval. Preparation of final Preliminary Design, Rough cost estimate and Detailed estimation (Drawings, BOQ, Specifications, Technical Data, Calculations, and Reports etc., etc.) for the complete scope and Integration works.	45
	After the Scope of works are approved by CHB, CONSULTANT shall prepare the <b>Bid documents</b> including all technical particulars, schedules, and commercial conditions for all phases of works, as per the standard practice. The draft document shall be approved by CHB prior to document floating to the competitive bidders. <ul style="list-style-type: none"> <li>• These documents are complete in all respects satisfying the conditions and regulations adopted by CHB.</li> <li>• No error or omission in the documents which may lead to future claims by CONTRACTORS or variation orders.</li> <li>• The CONSULTANT shall produce documents containing all relevant information for the required contractual and technical details of the works to be carried out.</li> <li>• It shall be the CONSULTANT's responsibility to incorporate all the required technical specifications, BOQ and other terms and conditions to suit the requirement of the WORKS as fully detailed elsewhere.</li> <li>• Preparation of all Pre Bid- Technical clarifications.</li> <li>• Preparation and supply of good for construction drawings (GFC).</li> <li>• Design review services during construction period</li> </ul>	30
Stage III- Bidding stage	Award of work after tendering process	45

Phase II- Implementation Stage IV- Construction and Post Construction Stage		
1	Site supervision of the work till testing and commissioning of the 66KV Grid substation <b>with GIS Technology</b> and final approval/clearance from Electricity Department, UT Chandigarh etc., etc.	245

All approvals shall be given by the Client as per the schedule mentioned above.

### 3.4 Payment

The CHB shall pay to the Consultant, a Consultancy Fee as agreed, as per Clause 5.5 of bid document.

### 3.5 Milestones and Payments Terms

Phase 1- Planning				
Stage	S. No	Milestone	% Payment	Cumulative percentage payment
Stage I- Preliminary Design stage	1	Data collection from the existing and planned grid stations, distribution network and preparation of scope of works for the proposed 66KV grid substation including underground mapping of services (if required) in route plan and any other engineering data required for visualizing the scope of the project. Load study report with the conclusion from Power Grid Corporation Ltd. that from which Grid Substation the 66KV supply shall be provided to the proposed 66KV Grid Substation with GIS Technology of IT Park. Consultant may have to seek report from Chandigarh Electricity Department and to obtain Final route approval and clearances from various Agencies/ Departments/ Municipal Corporation, Chandigarh.	5%	5%

		Preparation of design / drawings as per the load requirement. To access the exact land required for the construction of 66KV Grid Substation <b>with GIS Technology</b> and marking the suitable location on the layout plan.		
Stage II- Detailed Design stage	2	Preparation of detailed Electrification Scheme for submission to the local Electricity authorities for their approval for execution of the project.	5%	10%
	3	Preparation of rough cost estimate of the 66KV Grid Substation <b>with GIS Technology</b> including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh. Preparation of Architectural & structural design of Substation building. The same shall be got approved from Chief Architect, U.T., Chandigarh.  CHB shall facilitate the approval of location plan and Architectural plan from Chief Architect, U.T., Chandigarh	5%	15%
	4	Preparation of detailed estimate for the complete scope and Integration works of the 66KV Grid Substation <b>with GIS Technology</b> including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh. including detailed cost analysis of rate. Technical specifications & bid document etc.,	10%	25%
Stage III- Bidding stage	5	Award of work after tendering process	15%	40%
Phase II- Implementation				
Stage IV- Construction and Post	6	Completion of work		
		25% Financial Progress	10%	50%

Construction Stage	50% Financial Progress	10%	60%
	75% Financial Progress	15%	75%
	100% completion of all works including all clearances, approvals and completion of defect liability period	25%	100%

**Note:**

Completion of work for the consultant will be considered only after the completion of stage IV of Phase-II.

Security Deposit: **5%** of the work done will be deducted as security from each running bills/final bill, and will be returned interest free on successful completion of Stage-IV).

Deduction on account of Income Tax; shall be made at the rate prescribed by law from the gross payment due to the agency in accordance with section 194 C of Income Tax Act 1961, in force & amended time to time.

**3.6 Performance Security**

- i. The Successful Bidder shall furnish to the Client a security in the form of a bank guarantee for an amount of 5% of the total Consulting Fee towards satisfactory performance of Consultant towards the Contract 15 days from the issue of the letter of acceptance. The Bank Guarantee has to be from a Scheduled Commercial bank based in India and shall be as per Form E provided in the **Bid Document**.
- ii. The Performance Security shall be furnished within the time limit specified maximum allowable extension with late fee @ 0.1% per day of Performance Security amount beyond the period upto 15 days only.
- iii. Failure of the successful Bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the Earnest money.
- iv. The said performance security shall be refunded as follows:  
100% of the amount within 60 days after the successful completion of 'Phase-II' of the work.

**3.7 Sub-contracting**

The Consultant shall not subcontract whole of the work. The Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from the Client.

The Consultant may sub-contract for Survey & Investigation, underground mapping of services (if required) in route plan and bid process management etc.



### 3.8 Proof Checking

The Consultant shall get the design vetted through IIT Delhi /PEC Chandigarh or any other IIT or any agency nominated by the Client. The payment to vetting agency will be made by CHB and will not be included in the amount to be paid to the consultant.

The Consultant shall carry out any correction/ modifications as suggested by the said agency. The suggestions of the vetting agency shall be binding on the Consultant. The expenses for the same shall be borne by the Consultant within the Assignment Fee.

### 3.9 Project Monitoring

The progress of the assignment shall be reviewed on day to day basis by CHB. The monthly periodic reviews for the performance of the Consultant shall be done by CHB. The Consultant shall comply with the instructions of the CHB and the same shall be binding on him.

### 3.10 Site team during the post tender phase

The Consultant shall maintain a "Qualified Site Team" consisting of adequate key personnel during the construction phase and render advice to the Client and the Implementing Agency as and when called upon. The detailed scope of services under this phase is given separately in Client Requirement. The visit schedule for the "Qualified Site Team" shall be as follows or as agreed by the client as per the requirement & list of the same should be supplied to CHB:

- (i) Project Engineer – Minimum 2 visits per month or as and when needed by the Client.
- (ii) Electrical Engineer - Minimum 4 visits per month or as and when needed by the Client.
- (iii) Civil/ Structural Engineer - Minimum 4 visits per month as and when needed by the Client.

For any additional visit (if required) Rs.5000/- per expert per visit will be paid in addition to Assignment Fee.

The Consultant shall ensure that, the above members are available whenever called upon by the Client within 3 days of such request. The Client shall send such written request to the Project Manager of the Consultant Team. The Project Manager should ensure that the required personnel are present at the required time.

If the expert(s) does not make requisite number of visit as specified above Rs.5,000/- (Rupees Five thousand only) per expert per visit will be deducted from the due payment of the consultant. The decision of the Client in definition of default and levy of fine shall be final.

### 3.11 Available Information

Any information available with the Client, which can help the Consultant during the Project, shall be shared by the Client with the Consultant at their discretion and at the request of the Consultant.

### 3.12 Quality Assurance

The Consultant shall ensure quality in his work. The documents and design/ drawings prepared by the Consultant shall correspond to the international best practices and as a minimum conform to ISO 9001: 2000- "Quality Management System- Requirements".

### 3.13 Ownership of the Designs and Drawings

All copyright and other proprietary rights in the Works shall vest and stand assigned to CHB and CHB shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by CHB during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by CHB to give effect to and secure the abovementioned rights of CHB in the Works. For the purpose of this Clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow any one to use these drawings, designs, documents and software without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

## SECTION-4

### FORMS OF BID

LETTER OF TRANSMITTAL

To,

The Executive Engineer-V (Elect.),  
Chandigarh Housing Board,  
8 Jan Marg, Sector-9,  
Chandigarh

Having visited the Site, ascertained the Site conditions and examined the Conditions of Contract, Client's requirements, Terms of Reference, Notice Inviting Bids, Instructions to Bidders and addenda for the execution of above named works, we the undersigned, offer to execute and complete such works and remedy defects therein in conformity with the said Conditions of Contract, Client's Requirements, Terms of Reference, Notice Inviting Bids, Instruction to Bidders and addenda for Providing comprehensive Consultancy for preparation of **Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh.**

1. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we do not rely solely on the information provided in this **Bid Document**. We shall not hold CHB responsible on any account in this regard.
2. We acknowledge that the Appendix forms are integral part of the Bid.
3. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the date of issue of the Letter of Award, as indicated in the Appendix.
4. If our Bid is accepted, we will furnish a bank guarantee, within 15 days of issue of Letter of Acceptance as Performance security for the due performance of the Contract.
5. We agree to abide by the bid for this **Bid Document** for a validity period of 75 days from the last date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to.
6. We agree that on the submission of this bid, all the copyrights, intellectual property rights and the ownership of the design and drawings shall rest with CHB and CHB shall have the right to modify the same. We agree to abide by the modifications proposed by CHB as per the terms and conditions of the Contract.
7. We agree that our design may be used by CHB at any other site without any obligation to us.
8. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We acknowledge the right of CHB, if it finds to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

9. If our Bid is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
10. We enclose;
- a. All documents as per the checklist.
  - b. **Cost of Document** : Rs.2950/-(Rs.2500/-+18%GST)(non-refundable/non adjustable) is to be submitted on line through e-tendering portal i.e. <https://etenders.chd.nic.in>
  - c. **Earnest Money**: The EMD required for placing the e-bid shall be Rs.5.00 Lakh (Rupees Five Lakh only) to be submitted on line through e-tendering portal i.e. <https://etenders.chd.nic.in>.

Note: (i). The Appendix forms part of the Bid  
(ii) Bidders are required to fill up all the blank spaces in this form of Bid and Appendix.

Dated this.....day of.....2022  
Signature .....  
Name..... in the capacity of .....  
duly authorized to sign Bids for and on behalf of.....  
Address .....

Witness – Signature .....  
Name .....  
Address .....  
Occupation .....

**APPENDIX TO THE FORM –A OF BID**

i.	Amount of Performance Guarantee of successful Bidder	5% percent of the Total awarded contract amount.
ii	Time for completion from the date of issue of the Letter of Award	Phase I - 120 Days Phase II - 245 Days
iii	Period of validity of Performance Security from the date of completion of Phase-II as detailed in Clause 3.6	Beyond 60 days after successful completion of stage IV of Phase-II

Date

Signature  
(Full name in capitals)  
Designation.....  
Seal of Company.....

Format for Power of Attorney for authorized signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of .....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 bid for 'ENGAGEMENT of consultant for preparation of **Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh**' (The Project), including signing and submission of all documents and providing information / responses to CHB, representing us in all matters before CHB, and generally dealing with CHB in all matters in connection with our proposal for the said Project.

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.

Dated this the .....Day of .....2022

..... (Executants)

(In case of consortium, to be executed by all the members of the Consortium Applicant/Lead member of Consortium)

Note:

- ◆ *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.*
- ◆ *This Power of Attorney should be provided on stamp paper of appropriate value.*

**TECHNICAL- EXPERIENCE**

**Details of the Assignments done**

S. No.	Name of the Project, Location	Name and address of the Client	Successfully provided consultancy/services for completed Project in construction of 66KV Grid sub-station <b>with GIS Technology</b> or in higher voltage capacity substation	Assignment	Value Total Project Cost	Services provided	Start Date	Completion Date (Date of Testing and final commissioning of the project for which the consultancy was imparted).	Name and Address /phone /email of officers to whom reference may be made	Date and Name of building constructed by Concerned Authority (Attach proof)	Any other relevant information
1											
2											

Note:- Please Enclose:-

- i) Copy of the award letter.
- ii) Certificate from the agency for satisfactory completion of work also mentioning the successfully provided consultancy/services for similar completed Project in construction of 66KV Grid sub-station **with GIS Technology** or in higher voltage capacity substation.
- iii) Certified copy of completion certificate by concerned authority depicting the completion, performance and energisation of the system.
- iv) Any other supporting documents.

It may be noted that if sufficient documentary proof of completion of required job of similar successfully provided consultancy/services for similar completed Project in construction of 66KV Grid sub-station with GIS Technology or in higher voltage capacity substation is not supplied, the firm/consultant is likely to be declared ineligible.

Date

Signature  
(Full name in capitals)  
Designation.....  
Seal of Company.....



**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "C"**

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.	
(iii)	Date of Testing and final commissioning of the project for which the consultancy was imparted.	
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

Date

Signature  
(Full name in capitals)

Designation.....

Seal of office/Department/Company.....

FORM C-2

PARTICULARS OF FIRM/AGENCY/COMPANY/INDIVIDUAL

(To be submitted by Consultant on their Letter Head)

Name of Firm/ Agency/ company/ Individual	
Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____
Name of Proprietor/Partners/Directors of the firm/Agency/company/Individual	
Experience of Proprietor/ Partners/ Directors of the firm/ Agency/ company/ Individual working in 'Power Sector' (in completed years)	
Full address of the Registered Office City: District: State: PIN: Phone No.:	
Full address of the Branch Office City: District: State: PIN: Phone No.:	
Email address	
Mobile No :	
Banker of Firm/Agency/company/ Individual  (Full Address)	
Branch Code	
Bank Account No.	

IFSC Code	
PAN No.	
GST No.	

Certified that the above information is true and factual.

Date

Signature  
(Full name in capitals)  
Designation.....  
Seal of Company.....

Form D

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

(On Judicial Stamp paper duly attested by Ist 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 'ENGAGEMENT of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation **with GIS Technology** including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'
2. The undersigned hereby certify that there are 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 consultancy 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

Form-E

PERFORMANCE SECURITY BANK GUARANTEE

BANK GUARANTEE BOND

1. In consideration of the Chairman, Chandigarh Housing Board (hereinafter called the 'the Board') having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said Consultant' from the demand, under the terms and conditions of an agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the work \_\_\_\_\_ (hereinafter called 'the said agreement') for the due fulfillment by the said Consultant of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (indicate the name of the Bank) (hereinafter referred to as 'as Bank') at the request of \_\_\_\_\_ Consultant/Architect do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ on demand by Board.
2. We \_\_\_\_\_ do hereby undertake to pay the (indicate the name of the Bank) amount due and payable under this Guarantee without any demure, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this bond shall be a valid discharge of our liability for payment to hereunder and the Consultant/Architect shall have no claim against us making such payment.
4. We \_\_\_\_\_ further agree that the guarantee herein (indicate the name of the Bank) 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 in force till all the dues of the Board 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 Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee.

5. We, \_\_\_\_\_ (indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time to time any of the powers exercisable by the Board against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act of omission on that part of the Board or any indulgence by the Board to the said Consultant 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 Consultant.
7. We \_\_\_\_\_ lastly undertake not to (indicate the name of the Bank) revoke this guarantee except with the previous consent of the Board in writing.
8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by Board. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) 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.

Date the \_\_\_\_\_ date of \_\_\_\_\_ 2022  
For \_\_\_\_\_  
(indicate the name of Bank)

(Authorized Signatory with Bank's Seal)

FORM OF CONTRACT AGREEMENT

This agreement is made at Chandigarh on the \_\_\_\_\_ day of \_\_\_\_\_ 2022 Between Chandigarh Housing Board, Chandigarh, hereinafter called "CHB" and "the Client" of the one part and \_\_\_\_\_ (Name of the Consultant) (Address of the Consultant) \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "the Consultant" of the other part.

Whereas CHB is desirous that (\*\* certain Services should be provided and) certain works should be executed for providing comprehensive consultancy for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation **with GIS Technology** including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh 'the Project' and has accepted a Bid by the Consultant for providing such services (\*\* as well as guarantee of such services) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

2. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.  
The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a. Tender Notice
  - b. Instructions to Bidders
  - c. Terms of Reference
  - d. Scope of work
  - e. Bid submitted by the Consultant.
  - f. Schedule of milestones
  - g. Form of Bid with Appendix
  - h. Letter of Acceptance
  - i. Letter of Award
  - j. Addendums/corrigendum issued, if any etc
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the Project by \*\* \_\_\_\_\_ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Consultant in consideration of the execution and completion of the Project and the remedying of defects therein.

the total awarded amount of \*\*Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) inclusive of all taxes including GST as applicable being the sum stated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Obligation of the Consultant

The Consultant shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Consultant shall keep the Client fully indemnified against liability of tax, interest, penalty etc. of the Consultant in respect thereof, which may arise.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Consultant

For and on behalf of the Client

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Consultant

Stamp/Seal

SIGNED, SEALED AND DELIVERED

By the said

By the said

\_\_\_\_\_ Name

\_\_\_\_\_ Name

on behalf of the Consultant in the presence of:

on behalf of the Client in the presence of:

Witness

Witness

Name

Name

Address

Address

Note :

To be made out by CHB at the time of finalization of the Form of Agreement.

\*\* Blanks to be filled by CHB at the time of finalization of the Form of Agreement.

\*\*\* To be deleted if not applicable



FORM-G

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

Subject: NIT No. .... for the work 'ENGAGEMENT of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation **with GIS Technology** including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP 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-V(Elect.)

FORM-G-1

Integrity Pact

To,

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

Sub:

Submission of Tender for the work 'ENGAGEMENT of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation **with GIS Technology** including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP 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)

FORM-G -II

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

INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to the tender equal to or more than the threshold value given in Schedule-F)

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

BETWEEN

Chairman, Chandigarh Housing Board represented by the Engineer-in-Charge (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

\_\_\_\_\_  
(Name and address of the bidder)

(Hereinafter referred to as the Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the tender (NIT No. .... ) (hereinafter referred to as Tender) and intends to award, under laid down organizational procedure, contract for (Name of work) 'ENGAGEMENT of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation **with GIS Technology** including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'

hereinafter referred to as the "Contract".

AND WHEREAS the Principal 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), 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.

~~In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder~~

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

#### Articles

##### Article 1: Commitment of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, 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 will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to a Bidder(s) the same information and we 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 shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal 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 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 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 participates 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.
- (f) ~~Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.~~
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, 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 (which shall include 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 under law or the contract or its established policies and laid down procedures, the Principal 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 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 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. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of Earnest Money Deposit Performance Guarantee/Security Deposit: If the Principal 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 apart from exercising any legal rights that may have accrued to the Principal, 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 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 PC Act, or if the Principal has substantive suspicion in this regard, the Principal 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 3 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.
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 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 by any of its Subcontractors/sub-vendors.
2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

Article 6- Duration of the Pact

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

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

Article 7- Other Provisions

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Integrity 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 Integrity Pact must be signed by a representative duly authorized by board resolution.
4. Should one of several provisions of this Integrity 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. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.~~
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
- ~~8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.~~

~~Article 8- Independent External Monitor (IEM)~~

- ~~1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently.~~
- ~~2. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.~~
- ~~3. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.~~
- ~~4. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself / herself from that case.~~
- ~~5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.~~
- ~~6. The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.~~
- ~~7. If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.~~
- ~~8. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.~~
- ~~9. The word IEM or monitor would include both singular and plural.~~

Article 9- 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 to 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)

*[Signature]*  
**Executive Engineer -V**  
**Electrical Division,**  
**C.H.B. Chandigarh**

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 .....  
 (Signature, name and address)

2 .....  
 (Signature, name and address)

*[Signature]*  
**HANS RAJ**  
**Suptd., CHB**

Place:

Dated :

Note: To be signed by the Bidder and the Engineer-in-Charge

## Section-5

### General Conditions of Contract

## 5.1 Interpretation

The titles and headings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provisions of this Agreement.

## 5.2 Services to be performed

Consultant shall perform the Services as per the Scope of work mentioned in the tender documents as per the terms and conditions and within time frame specified in the Agreement.

## 5.3 Drawings and Documents

All copyright and other proprietary rights in the Works shall vest and stand assigned to CHB and CHB shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not exercised by CHB during the terms of the copyright and the Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by CHB to give effect to and secure the abovementioned rights of CHB in the Works. For the purpose of this Clause, the term "Works" shall include all "works" covered by the copyright 1957 including the design, DPR or documents prepared by the Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Consultant in connection with the Project.

The Consultant shall not use or allow any one to use these drawings, designs, documents and software without the prior written permission of the Client and any such act without the permission of the Client shall constitute violation of Intellectual Property Rights.

Even in the event of stoppage / cancellation of the selection process, all documents /designs/ drawings submitted by the Bidders to the Client on or before the cancellation of the selection process shall become the property of the Client and the Bidders shall have no claim on such documents/design.

## 5.4 Guarantees and Liabilities

### 5.4.1 General

Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Consultant shall be in accordance with sound and established

engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.

#### 5.4.2 Liability of the Consultant

The Consultant shall be liable to Client for the performance of services in accordance with the provision of this Agreement and for loss suffered by Client as a result of default of the Consultant in such performance.

#### 5.5 Consulting Fees

The CHB/Client shall pay to the Consultant, a Consulting Fee as will be agreed for providing services as required under per scope of work mentioned in the Contract Agreement.

*There shall be **no change in the Assignment Fee** for the Project on any account for the scope of work as mentioned in the Contract Agreement. However, if **stages of work not implemented as per requirement of work** than the consultancy fee shall be calculated and paid on pro-rata basis accordingly.*

The said fee is inclusive of all the direct and indirect taxes, duties/cess/GST. Nothing shall be paid on this account.

The payment shall be as per schedule of milestones specified in the Terms of Reference and shall be released on achievement of each milestone individually. The amount shall be payable in Indian Rupees only.

#### 5.6 Liquidated damages

In case the Consultant is unable to adhere to the project timelines, the Consultant will be charged liquidated damages at the rate of half percent of the Assignment Fees for the Works for each week; subject to a maximum of 10% of the total Contract Value. In case of the consultant failing to pay the damage charges, the same may be deducted by the Client from the performance security submitted by the Consultant.

#### 5.7 Insurance

5.7.1 During the performance of Services hereunder, Consultant, at his own cost, shall take out, carry and maintain insurance as applicable from those listed below:

- 5.7.1.1 Workman's compensation insurance, covering all employees of Consultant for statutory benefits as set out and required by local law in the area of operation or area in which Consultant may become legally obliged to pay benefits for bodily injury or death.

- 5.7.1.2 Insurance against fire, theft, damages and loss of all property owned by Consultant at the construction site.
- 5.7.1.3 Group Personnel Accident Insurance covering Consultant's employees not otherwise already covered under Clause 5.7.1.1 above, operating from the site as per Consultant's established practices.
- 5.7.1.4 Insurance covering cash in transit/cash in safe/fidelity for all cash transactions performed by Consultant.
- 5.7.1.5 Automobile liability insurance covering all vehicles owned by Consultant at the Project site in accordance with the Motor Vehicles Act.
- 5.7.1.6 Relevant insurance cover which will be in force until the date of successful completion of the Project for all buildings, imported and indigenous equipment, machinery and material and also for storage-cum-erection including third party liabilities.
- 5.7.2 Any other insurance cover which may be required to be taken under the law or on any other account

## 5.8 Indemnity

- 5.8.1 Consultant shall hold harmless and indemnify the Client and its agents, against any claims or liability because of personal injury including death of any employee of Consultant and arising out of or in consequence of the performance of this Agreement.
- 5.8.2 Client shall not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.
- 5.8.3 Consultant shall hold harmless and indemnify Client against any claim or liability arising in respect of:
  - a) Injury to or death of Consultant's employees, agents and Project Implementation Agency or any other persons howsoever caused; and
  - b) Loss of or damage to the property of Client, Client's employees, agents and Project Implementation Agency or any other person except those belonging to Consultant or its employees.
- 5.8.4 Consultant shall indemnify and hold Client harmless from all costs, damages, and expenses arising out of any claim, action or suit brought

against Client by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to Client.

- 5.9** The Project Consultant shall take out and maintain adequate insurance to cover its employees / contract workers etc. under Workman Compensation Act. The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Project Consultant, Contractors, Sub-contractors, vendors and specialist/Contract employees associated with them for the Project.

**5.10 Secrecy**

Consultant shall not disclose to any third party, any information, data, design, drawings, plans, specifications, etc. at any time either in whole or in part, shall use all reasonable efforts to preserve the secrecy of the above information and shall not use the same for any other purpose

**5.11 Force Majeure**

- 5.11.1 For the purposes of this Agreement, "Force Majeure" means War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-down imposed by Government Acts or legislature or other authorities, stoppage in supply of materials, fuel or electricity, breakdowns of machinery, act of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond reasonable control and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure.
- 5.11.2 Any delay in or failure of performance by a Party shall not constitute default hereunder or give rise to any claims for damages against said Party if and to the extent caused by reasons arising out of Force Majeure.
- 5.11.3 The Consultants shall be granted necessary extension of time to cover the delay as caused by Force Majeure without any financial repercussions.
- 5.11.4 Both Parties shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

5.11.5 Should one or both parties be prevented from fulfillment of the contractual obligations by a state of Force Majeure, the two parties shall consult each other and decide regarding the future execution of the contract

#### **5.12 Statutory Requirements**

During the tenure of this Agreement nothing shall be done by the Consultant in contravention of any law, Act and/or Rules/Regulations, there under or any amendment thereof governing interalia customs, taxes, foreign exchange etc.

#### **5.13 Changes and Additions in Consultant's Scope of Work**

CHB shall have the right to request Consultant in writing to make any changes, modifications, and/or additions to Consultant's scope of Services. Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from the CHB.

#### **5.14 Contract Period**

On signing by Client and Consultant, this Agreement shall be deemed to have come into force from the date of Commencement of works as mentioned in Bid Document, Proposal and shall remain in force, upto the end of the defect liability period including the settlement of final accounts and shall be as follows:

- Phase I - 120 Days
- Phase II - 245 Days

#### **5.15 Extension in Time / Levies**

5.16.1 The Superintending Engineer, CHB will be competent authority for grant of extension in time limit. The extension, in order to be binding, will have to be by the 'agreement' of the parties, express or implied. It, therefore, follows that if the extension of time is granted by the Superintending Engineer and such extension of time is accepted by the contractor, either expressly or implied by his action before and subsequent to the date of completion, the extension of time granted by the Superintending Engineer is valid. It is, therefore, necessary that the Superintending Engineer grants extension of time provisionally even when the contractor does not apply for extension of time in order to keep the contract alive, if the contractor refuses to act upon the extension granted by the Engineer-in-charge.

5.16.2 The recovery of liquidated damages for delayed performance, on account of which extension of time is granted, is a distinct matter and would depend on:

- (i) Prior notice as contemplated by Section 55 of the Contract Act, 1872.
- (ii) Fault/delay/hindrance being ascribable to the contractor, and
- (iii) Proof of the loss occasioned thereby (in case it is challenged by the contractor before the Arbitrator).

#### 5.16 Conflict of Interest

5.16.1 Client requires that Consultant provides professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.16.2 Without limitation on the generality of the foregoing, Consultant, and any of his affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

(i) Conflicting activities; A firm that has been engaged by the Client to provide goods, works or Assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the prequalification or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job. Other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) Conflicting assignment/job; A consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment / job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/Job should not be hired for the assignment/job in question.



(iii) Conflicting relationships; A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the prequalification of the Terms of Reference of the assignment/job, (ii) the selection process for such assignment./job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

## 5.17 Suspension & Termination

### 5.17.1 Suspension

Client shall have right to suspend partly or as a whole at any time the performance of Services, in such event, Client shall pay to Consultant any such amount that may be determined by Project Monitoring Committee and such determination shall be binding on the Project Consultant.

### 5.17.2 Termination

#### 5.17.2.1 Termination on account of Force Majeure

If as a result of Force Majeure, the Project Consultant is unable to perform Service for a period of more than 60 days, the Client shall have the right to terminate this Agreement on account of Force Majeure, as set forth in Clause 5.12

#### 5.17.2.2 Termination on account of insolvency

In the event the Consultant at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Client shall, by a notice in Writing have the right to terminate this Agreement and all the Consultant's rights and privileges hereunder, shall stand terminated forthwith.

#### 5.17.2.3 Termination for unsatisfactory performance

If the Client considers that the performance of the Consultant is unsatisfactory or, not upto the expected standard, the Client shall notify the Consultant in writing and specify in detail the cause of such dissatisfaction. The Client shall have the option to terminate this Agreement by giving 30 days notice in writing to the Consultant, if

Consultant fails to comply with the requisitions contained in the said written notice issued by the Client.

5.17.2.4 Time is the essence of the Contract

Consultant shall be required for the commencement of Services immediately after effective date of Agreement. If the Consultant fails to mobilize as above, the Agreement shall automatically stand terminated unless Client has extended the period for commencement of Services in writing.

5.17.2.5 Consequences of termination

5.17.2.5.1 In all cases of termination herein set forth, the obligation of the Client to pay for Consultant's performance shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

5.17.2.5.2 In the event of the Termination of the Agreement, the Project Consultant shall be obliged to withdraw from the site(s) along with his personnel, equipment etc. within 15 days of such termination; failing which losses or damages which may be suffered by the Client on account of non-withdrawal from the site(s), shall be to the account of the Project Consultant.

**5.18 Arbitration**

5.18.1 If, at any time, any difference or dispute arises between the Parties regarding interpretation, execution or implementation of the Agreement, Parties shall try to settle the same amicably through mutual discussions. In the first instance, the Executive Engineer, Superintending Engineer, or the Chief Engineer shall positively give his decision on any matter relating to the contract, for which he is competent to do so. If the decision so given is not acceptable to the agency due to any legitimate reason, efforts shall be made to reason with the agency to arrive at a consensus that is reasonable and legitimate under the terms and conditions of the contract. If, however, no consensus can be reached, the matter

shall be referred to 'Conciliator' of CHB'. Conciliator has to give decision on the claims of contractor or department within three months of receipt of reference.

5.18.2 If no decision is given by Conciliator within three months then claimant shall be at liberty to seek appointment of Arbitrator. Further, differences and/or disputes remaining unresolved shall be referred to the sole Arbitration of the Chairman, Chandigarh Housing Board or his sole nominee. The award shall be binding on the Parties. The arbitration proceedings shall be held at Chandigarh only and enforceable at the courts of jurisdiction at Chandigarh.

5.18.3 The Services under this Agreement shall be continued during the arbitration proceedings, unless otherwise agreed in writing by Parties or unless it is proved that the Services cannot possibly be continued during the arbitration proceedings.

#### **5.19 Jurisdiction & Applicable Law**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the Agreement (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Chandigarh and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

This Agreement shall be governed by the laws of India for the time being in force.

#### **5.20 Notices**

- (a) Subject to any provisions in the Contract Documents to the contrary, any notice, or communication sought to be served by the Consultant on the Client with reference to the Agreement shall be deemed to have been sufficiently served upon the Client (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Post to the Authorized Representative of Client as defined in the Conditions of Agreement.
- (b) Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Client, any notice, order or other communication sought to be served by the Client on the Consultant with reference to the Agreement, shall be deemed to have been sufficiently

served if delivered by hand or through Registered Post to the Authorized Representative of Consultant as defined in the Conditions of Agreement.

- (c) Date of notice of instruction shall be the day on which said notice or instruction is received.
- (d) Any Party may change its notice address at any time by so advising the other Party thereof in writing.

#### **5.21 Independent Audit**

Project Consultant shall maintain up-to-date records that clearly identify relevant time and expenses and be responsible and liable for all statutory audits at no extra costs as required under the law.

#### **5.22 Languages and law**

This Agreement and the Services performed herein-under shall be in English language. This Agreement shall be subject to Indian Laws as in force from time to time.

#### **5.23 Assignment and Sub-Contracts**

5.20.1 The Project Consultant shall not without the written consent of the Client assign the benefits from the Agreement other than money.

5.20.2 The Project Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

#### **5.24 Standards of ethics**

The Client desires that the Consultants should observe the highest standard of ethics during the execution of such contracts.

a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution; and

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.

“collusive practice” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial noncompetitive levels.

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b) It is further provided that :-

- (i) The Client will annul/terminate the Contract if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- (ii) The Client will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract

**5.25 Consultant’s action requiring Client’s prior approval**

Consultant shall obtain the Client’s prior approval before taking any actions

**5.26 Consultants’ Personnel**

**5.28.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Project Consultants’ Personnel shall be as per the agreement.

**5.28.2 Removal and/or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Project Consultant, it becomes necessary to replace any of the Key Personnel, the Project Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Project Consultant shall, at the Client’s written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Project Consultant shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

### 5.27 Confidentiality

- i. Except the public opening of Bid, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the Contract shall not be disclosed to Bidders or other persons.
- ii. Any effort by a Bidder to influence the employees of CHB in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of contract, shall result in the rejection of their Bid.

## SECTION-6

### SCOPE OF WORK

## 6.0 CLIENT'S REQUIREMENT

### 6.1 Introduction

Chandigarh Housing Board has prepared this Bid Document to provide information to the interested parties for preparation of their bid for 'ENGAGEMENT of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the work construction of 66KV substation with GIS Technology including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh'. The scope of this consultancy contract shall briefly include, but not be limited to, the following:

1.	Data collection from the existing and planned grid stations, distribution network and preparation of scope of works for the proposed 66KV Grid Substation including underground mapping of services (if required) in route plan and any other engineering data required for visualizing the scope of the project.
2.	Load study report with the conclusion from Chandigarh Electricity Department and Power Grid Corporation Ltd. that from which Grid Substation the 66KV supply shall be provided to the proposed 66KV Grid Substation of IT Park. Consultant may have to seek report from Chandigarh Electricity Department and to obtain Final route approval and clearances from various agencies/departments/Municipal Corporation, Chandigarh. The scope of work involves survey of area from 66 KV proposed Grid Station to the 66 KV sources to be got approved from local Electricity Authorities preferably with two sources of supply of power with rated capacity.
3.	Preparation of design / drawings as per the load requirement. To access the exact land required for the construction of 66KV Grid Substation with GIS technology and marking the suitable location on the layout plan. The same shall be got approved from Chief Architect, U.T., Chandigarh. CHB shall facilitate the approval of location plan from Chief Architect, U.T., Chandigarh.
4.	Preparation of detailed Electrification Scheme for submission to the local Electricity authorities for their approval for execution of the project.
5.	Preparation of Architectural & structural design of Substation building. The same shall be got approved from Chief Architect, U.T., Chandigarh. CHB shall facilitate the approval of plan from Chief Architect, U.T., Chandigarh



6.	Preparation of rough cost estimate of the Grid Substation with following broader parameters:-	
(a)	Provision of Bays if required in the existing Grid substations from where the 66KV feeders shall be provided to the proposed 66 KV Grid Substation, IT Park.	
(b)	Provision of underground 66KV feeders upto proposed Grid Substation IT Park.	
(c)	Provision of 3 x 25 MVA, 66KV/ 11KV Transformers or appropriate rating as per the design.	
(d)	Provision of Gas insulated Switch gear (GIS) for all High Voltage Equipment including bays /sections, Circuit Breakers, Isolators or Disconnect switches, Earth switches etc.	
(e)	Provision of 11KV VCB Panel comprising of incomers, bus couplers and outgoing VCB's 25 Nos. (approx.) with formation of Ring main system.	
(f)	Provision of 11KV XLPE cables around the complex to supply 11 KV upto the load centers.	
(g)	Provision of standalone SF6 RMU's near each plot if required as per design.	
(i)	Provision of compact Substations of requisite rating comprising of 11KV/ 0.433 KV oil type Transformer, 11KV RMU, ACB, MCCB's and APFC Panel at different locations to make provision of LT supply in the complex for various services and connection required to the builders.	
(j)	Assist in identification of makes /brands /models of various items to be used in the project.	
7.	Preparation of detailed drawings of the work and detailed estimate with complete description /specifications of the items including Analysis of rates alongwith supports.	
8.	Preparation of Bid documents including all technical particulars, schedules, other terms and conditions to suit the requirement of the works and commercial conditions for all phases of works, as per the standard practice.	
9.	Preparation of all pre bid technical clarifications	

10.	Assist CHB to invite the Tenders and award the work to the L-1 agency after scrutiny of the technical bids etc..etc.
11.	Consultant shall maintain adequate professional staff that will carry out visit of the works and render advice to client for establishment of the project as and when required.
12.	Preparation and supply of good for construction drawings (GFC) and supervision of the work till testing and commissioning of the 66KV Grid substation and final approval/clearance from Electricity Department, UT Chandigarh.

**Financial Bid**

S.No.	Description	Qty
1	Engagement of Consultant for preparation of Detailed Project Report (DPR), Bid Process Management and Project Management for the construction of 66KV substation <b>with GIS Technology</b> including Civil Works, 66KV feeder lines and electrification of the area in IT Habitat at RGCTP Chandigarh (Scope of work- refer Bid Document).	1 Job

I/we will charge **Assignment Fee** for the Project Rs..... (in figures)  
Rs..... (in words)

Note:

The firm/agency/bidder is to quote the rate in figures and words.

The quoted amount is inclusive of all applicable taxes including GST.

There shall be **no change in the Assignment Fee** for the Project on any account for the scope of work as mentioned in the Contract Agreement. However, if **stages of work not implemented as per requirement of work** than the consultancy fee shall be calculated and paid on pro-rata basis accordingly.

Dated \_\_\_\_\_ Signature of the Bidder (s) \_\_\_\_\_

*Recommended job approval please*

*[Signature]*  
Superintending Engineer-II  
Chandigarh Housing Board  
Chandigarh.

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

*asm*  
*27/2/2022*

This NIT containing 75 pages is hereby approved.

*[Signature]*  
Chief Engineer  
Chandigarh Housing Board  
Chandigarh  
*27/2/2022*

### MINUTES OF PRE BID MEETING

A pre-bid meeting was held in the Board Room of CHB on 14.02.2022 at 11.00 AM. In the meeting no representative of any agency participated. However queries received through email on dated 14.02.2022 from only one agency M/s Virtuous Energy Pvt. Ltd have been clarified as under:-

Sr.No.	Queries	Clarification of queries
	<b>Queries raised by M/s Virtuous Energy Pvt. Ltd</b>	
1	As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs registered with DIC / KVIC / KVIB / Coir Board / NSIC / Directorate of Handicrafts and Handlooms, or any other body specified by MSME for authentication such as Udyog Aadhaar Memorandum / Acknowledgment are exempted from payment of Earnest Money Deposit (EMD) & tender fees. However, as per tender document MSE's are not exempted from Tender Document Fee & submission of Earnest Money Deposit. We therefore request to exempt MSE's registered with Ministry of MSME under Udyog Aadhar/Udyam from from Tender fee & EMD submission like other Govt Sector companies tenders	No change. Tender fee and EMD is specified in the Bid Document.
2	Considering prevailing COVID-19 situation in the country and to enable participation of bidders operating from other states of the country, we request to have Virtual Meeting arrangement for said pre-bid conference	No change. The queries received through e-mails are also being replied/ clarified at e-tender web site.
3	Please elaborate the scope of electrification of the area in IT Habitat in RGCTP, Chandigarh. We understand that the IT Park is being developed in phases. If so, kindly clarify whether complete electrification for all the phases included in the scope?	The scope of work has been specified in the Bid Document under Clause 3.2 of Terms of Reference. The detailed scope of this consultancy contract also briefly specified in Section-6 in the Bid document. The consultant has to provide consultancy services as per the details given in the Bid Document.
4	We note that the procurement will be planned with different packages for equipment and Works including Civil works. Kindly indicate if the packages are already decided by CHB or the Consultant has to decide the same.	Yes. However, changes in packages can be made as per the scope of work on actual visualization during planning stages.
5	Time lines are very challenging to meet as the approvals are required at all stages from CHB and all the bodies. We suggest	No change.

	time line for Phase I be extended to 180 days and that for Phase II be extended to 270 days	
6	Kindly specify details of investigation studies to be undertaken. We assumed following studies: i. substation geological and topography survey ( of allocated land for substation), ii. 66 kV feeders, if overhead, route survey and survey of underground utilities for 66 kV cable feeders, iii 11kV feeders route survey along the roads to the IT facilities Kindly confirm if our assumption is right.	Refer Clause 3.2 of Terms of Reference. The detailed scope of this consultancy contract also briefly specified in Section-6 in the Bid document
7	The timelines are very challenging and kindly be reviewed	No change.
8	Kindly share the available data for the IT Park facilities already planned. Kindly also indicate whether the design includes all the phases of RGCTP IT Park.	Copy of Layout plan attached, at e-tenders web site. Yes, Design includes all the phases of RGCTP IT Park.
9	We note that the designs have to be vetted by the IIT/agency nominated by Client. Please confirm which designs (Civil, Load estimation, distribution system), have to be vetted by the agency. The timelines for the design vetting has to be allotted for each activity and revised accordingly in clause 3.3.  The expenses for corrections/modifications in design as suggested shall be borne by Consultant. Kindly confirm our understanding. Payment to the nominated vetting agency will be borne by CHB	Structure design of civil building work and Steel structure design of Electrical work is only to be got vetted as per clause 3.8 of bid document.  The working drawings shall be prepared by the consultant by incorporating the corrections/modifications suggested by the vetting agency. The payment for said job shall be borne by the consultant. Hence, no change. Same is as per the provision given in the Bid Document.
10.	It is mentioned that Project Engineer, Electrical Engineer & Civil/Structural Engineer must visit sites for 02,04 & 04 times a month respectively and as and when needed by the client. The site level project management & construction supervision is a continuous activity and needs close coordination with the EPC contractor. Based on our experience, periodical visits won't serve the purpose. We therefore suggest deployment of a dedicated team consisting of 4 engineers for Project Management & construction supervision right from start to completion of project. The payment for such resources should be made on monthly basis and not milestone basis.	No change.

11	The forms may be revised in case there is any revision post clarifications	No revision of Form is required.
12	Project Management's endeavour shall be to complete the project within the specified timelines however, adherence to project timelines during Phase -2 i.e. construction stage shall totally depend on EPC agency's performance; it is therefore requested to apply LD clause to EPC agency and not to the consultant.	This condition applies only if the delay is on part of consultant for time line given for Phase-I in the bid document.
13	We request CHB assistance for approvals from various authorities	Assistance shall be provided by the department limited to specify the designated departments/offices.
14	CHB to kindly provide the layout plan for the facility with proposed locations of the utilities, if already planned.	Copy of Layout plan attached.
15	CHB to kindly share the electrical planning studies conducted for selection of 66kV and 11kV voltages for the RGCTP IT Park.	Load sheet attached
16	CHB to kindly provide load details submitted by various IT facilities planned in the IT Park.	Already clarified reply at S.No. 15 above
17	CHB to confirm load details of other utilities such as pumping station, treatment plants etc. planned in the IT Park which need electrical supply.	Already clarified reply at S.No. 15 above
18	CHB to kindly share any specific requirements to be followed for architecture of the substation building, etc. , if any, so that the substation merges with the other building planned in the IT Park.	No specific requirement, however Architectural design of Substation building shall be got prepared as per the applicable building bye-laws of UT Chandigarh and got approved from Department of Urban Planning UT Chandigarh.
19	The document uploaded on e-tender portal is scanned pdf file, we request to please provide Forms (in MS Word) to be submitted along with the bid.	Not provided to avoid any probable alteration/omission in MS word file. However forms to be submitted along with the bid can be provided (in MS word format) on request received at email address; <a href="mailto:ee5-chbchd@nic.in">ee5-chbchd@nic.in</a> .
20	Considering the time required for CHB to provided clarifications & other information/ data requested by us, we request to extend the bid submission date by at least 02-03 weeks.	No change. May follow critical dates given in e-tender portal/Bid document

**TENTATIVE CONNECTED LOAD OF THE COMPLEX FOR CONSTRUCTION OF 66KV SUB-STATION WITH GIS TECHNOLOGY INCLUDING CIVIL WORKS, 66KV FEEDER LINES & ELECTRIFICATION OF THE AREA IN IT HABITAT AT RGCTP, CHANDIGARH**

The tentative connected load of the complex is as under:-

Sl. No.	Purpose	Size	Total in Kwatt	Total KVA
1.	Residential Plot No. 1 & 2	16.601 Acre	5484	6855
2.	Residential Plot No. 3	4.64 Acre	1502	1877.5
3.	Residential Plot No. 4	3.68 Acre	1191	1488.8
4.	Residential Plot No. 5	3.50 Acre	1133	1416.3
5.	Residential Plot No. 6	4.58 Acre	1483	1853.8
6.	Govt. Housing Plot No. 7	6.73 Acre	2179	2723.8
7.	Institutional Plot No. 8	4.50 Acre	2914	3642.5
8.	Hospital Plot No. 9	8.23 Acre	5329	6661.3
9.	Club Plot No. 10	3.86 Acre	2499	3123.8
10.	Residential Plot no. 11	4.55 Acre	1473	1841.3
11.	Residential Plot No.12	4.95 Acre	1603	2003.8
12.	Hotel Site Plot No. 13	5.00 Acre	3237	4046.3
13.	Commercial Complex Plot No. 14	5.05 Acre	3270	4087.5
14.	Residential Plot No.15	5.60 Acre	4468	5585
15.	Residential Plot No.16	6.22 Acre	4027	5033.8
16.	CNG Pump	0.50 Acre	100	125
17.	Sub Fire Station	1.30 Acre	50	62.5
18.	Reserved	0.76 Acre	50	62.5
19.	Central Green	8.19 Acre	50	62.5
	Total connected Load		42042Kwatt	52552.5 KVA
			Say	53 MVA

