



**CHANDIGARH
HOUSING BOARD**
A CHANDIGARH ADMINISTRATION UNDERTAKING

8 JAN MARG, SECTOR 9-D
CHANDIGARH

BID DOCUMENT

FOR

**RUNNING OF CANTEEN IN
OFFICE BUILDING OF CHANDIGARH
HOUSING BOARD, SECTOR-9,
CHANDIGARH.**

Date of release /publishing of tender _____/2023



Last Date of
Submission of document : _____2023

Tel: 0172-2511126

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TENDER NOTICE

Notice Inviting e-Tenders

Executive Engineer-VII(PH) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites sealed lump sum rate bids through e-Procurement process on Contract Basis from the Agencies/ Firms/ Bidders who have experience of running Canteen/ catering services in any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings for "Running of canteen in office building of Chandigarh Housing Board Sector-9 Chandigarh."

Earnest Money:- Rs.10,000 /-; Period of Contract:- 24 Months, Time and Date of Pre-bid meeting at 11:00 AM on __/__/20__, Last date of submission of bid online is __/__/2023, Last date of opening of Technical Bid is __/__/2023.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgep>. Tel: 0172-2511126.

Detail Regarding Tendering Process

Name of work	Running of canteen in office building of Chandigarh Housing Board Sector-9 Chandigarh	
Period of Contract	24 Months	
Name of the Employer	Chandigarh Housing Board	
Address of the Employer	EE-VII(PH)	
Mode	E-Tendering	
Website	https://etenders.chd.nic.in/nicgep/app	
Integrity Pact duly filled, signed & stamped	The bidder must upload the copy of Integrity Pact duly filled, signed & stamped in the presence of witness along with other bid documents on the web site.	
Milestone Dates		
Downloading of e-tender document	Start date:	
	End date:	
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	
	End date:	
Pre-bid meeting to be held on		
Date of submission of e-tender	Start date:	
	End date:	
Opening of technical bid (Online)		
Opening of price bid (Online)	To be intimated separately to all qualified bidders	
Bid validity period	75 days from the last day of receipt of technical bid.	
Earnest Money Deposit	<p>The EMD required for placing the e-bid shall be Rs.10,000/- to be submitted online through e-tendering portal i.e. https://etenders.chd.nic.in</p> <p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through</p>	

	<p>https://etenders.chd.nic.in portal</p> <p>The amount of EMD is refundable and adjustable.</p> <p>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</p> <p>The bidder must upload the copy of UTR No/ Transaction slip on the web site.</p>
Performance Guarantee	<p>The bidder, whose bid is accepted, will be required to finish performance guarantee of Rs.5,00,000/-. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee, including the extended period, if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.</p>
Extension of time, if any, after completion of contract period	<p>Authority to decide: Superintending Engineer</p>
Reserve License Fee	<p>Rs.10,000/- Per Month excluding GST & all Taxes/Cess as applicable.</p>

LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS

1.	Fee
	i) EMD
2.	Technical Qualification
	i. Check List
	ii. Letter of Transmittal
	iii. Experience of running Canteen/Cafeteria/Catering services certificate issued by any one of the specified departments/Public Sector.
	iv. Form 'B' Similar work satisfactorily one year experience of running Canteen/ Cafeteria/Catering in an organization of minimum 50 during the last seven years.
	v. Form 'C' Performance Report of works given in Form 'B'.
	vi. Certified copy of the power of attorney by the applicant in case of Non Consortium member as per Annexure-II .
	vii. Written commitment letter on the letter head duly signed by the authorized signatory.
	viii. Affidavit as per Annexure-I regarding no criminal proceedings and confirmation that eligible similar works have not been got executed on back to back basis.
	ix. Certificate of Registration under GST or Undertaking as per condition No.5 (ii) if bidder has not obtained GST Certificate.
	x. Copy of PAN.
	xi. Declaration of the integrity Agreement Annexure-IV, IV-A & IV-B .
	xii. Any other document as specified in the bid document.
3.	Finance
	Financial Bid

NOTE: - Hard copies of the documents listed above except Financial Bid shall be submitted by the lowest bidder to the Executive Engineer-VII(PH) after acceptance of tender.

CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'

S. No.	Description	Yes / No
1.	Whether the Earnest Money of Rs.10,000/- has been uploaded on line through e-tendering portal i.e. https://etenders.chd.nic.in	
2.	Whether definite proof from appropriate authority of having similar work satisfactorily one year experience of running Canteen/ Cafeteria/Catering in an organizations of minimum 50 persons during the last seven years ending last day of month previous to the one in which tenders are invited has been uploaded?	Yes / No
3.	Whether the Letter of Transmittal Form 'A' has been uploaded?	Yes / No
4.	Whether the Form 'B' – Details of works completed during last 7 years has been uploaded?	Yes / No
5.	Whether the Form 'C' – Performance Report of works referred to in Form-B has been uploaded?	Yes / No
6.	Whether the Affidavit (Annexure-I) regarding Non pendency of any criminal proceedings, submission of authentic and valid documents and Confirmation that eligible similar works(s) has/have not been got executed through another bidder on back to back basis have been uploaded?	Yes / No
7.	Whether the Power of Attorney (Annexure-II) by applicant in case of Non Consortium members has been uploaded?	Yes / No
8.	Whether any additional condition in tender has been quoted?	Yes / No
9.	Whether the Scanned copies of self attested documents related to E.M.D. & other eligibility documents have been uploaded along with the Bid?	Yes / No
10.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
11.	Whether the certificates of registration of GST & acknowledgement up to filled return have been Uploaded?	Yes/ No
12.	Whether the Copy of PAN has been Uploaded?	Yes / No
13.	Whether the Certificate of registration with EPFO, ESIC and labour license 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 have also understood that I/We have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

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

Date

Signature of the Bidder (s)

(Full name in capitals)

Designation

**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER.**

(To be uploaded on website as Press Notice also)

1.	Executive Engineer-VII(PH) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites sealed lump sum rate bids through e-Procurement process on Contract Basis from the Agencies/ Firms/ Bidders who have experience of running Canteen/ catering services in any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings for "Running of canteen in office building of Chandigarh Housing Board Sector-9 Chandigarh."	
	Earnest Money (Rs.)	Time Period
	Rs.10,000 /-	24 Months
1.2	Applicants who fulfill the following requirements shall only be eligible to apply.	
	a)	Should have satisfactorily one year experience of running Canteen/ Cafeteria/Catering in an organizations of minimum 50 persons during the last Seven years ending last day of the month previous to the one in which tenders are invited. The bidder should furnish certificates regarding successful running the canteen/mess etc from any organizations/institutions etc.
	Similar work shall mean, " Experience of Running Canteen/Cafeteria/ Catering "	
	b)	Bidder shall have to furnish an affidavit as per Annexure-I as under :- i) The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any work executed by me/us. I/We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. ii) I/we undertake and confirm that the eligible similar works has/have not been got executed through another bidder 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.
	c)	Pre-Bid Conference shall be held on the date mentioned in Detail Regarding Tendering Process in the CHB Board Room in Block-'C', CHB Office Building Complex at 8 Jan Marg, Sector 9, Chandigarh.
	Note	All the documents shall be duly attested & counter signed by the Bidders.
2.	The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and	

	he is in possession of all the documents required.
3.	Press Notice for bidder(s) posted on website shall form part of bid document
4.	Agreement shall be drawn with the successful Tenderer on the prescribed Format. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
5.	Bid document consisting of the schedule of items to be done and the set of terms and conditions of the contract to be complied with by the Bidder whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-VII(PH) between 11.00 AM & 3.00 PM from _____ 2023 to _____ 2023 everyday except on Saturdays, Sundays and Public Holidays.
	i) Bidder can submit their bid only after depositing EMD online.
	ii) GST registration Certificate, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration Certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CHB, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CHB or GST department in this regard".
	a. Downloading and submission of Tender including Financial Bid will be done by e- Procurement process through the web site of Chandigarh Administration to be indicated in the Press Notice . However, for general information, the Tender Document can also be seen & downloaded from Chandigarh Administration web site http://etenders.chd.nic.in/nicgep The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to Earnest Money Deposit and Eligibility Documents.
	b. On opening date, the bidder can login and see the bid opening process.
6.	The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified bidders to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.
7.	The bid submitted shall become invalid if;
	a. The bidder is found ineligible.
	b. The bidder does not upload scanned copies of all the documents stipulated in the bid document.

c.	If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority
d.	Before proceeding further with the e- Procurement process , Earnest Money shall be opened first and 'Eligibility Document' of those agencies whose Earnest Money found in order shall be opened in the office of EE-VII(PH), CHB by the committee.
8.	The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.
9.	The bidder, whose tender has been accepted, will be required to furnish ' Performance Guarantee ' of Rs.5,00,000/- (Rupees Five Lakh only) as mentioned in Detail Regarding Tendering Process. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The bidder whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC.
10.	The tenders for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last day of receipt of Technical Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Chairman, CHB shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
11.	Any incorrectness / deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
12.	The tenderer is liable to be blacklisted and the EMD forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc. etc.
13.	All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
14.	Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

15.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
16.	To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
17.	The Executive Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
18.	If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
19.	If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
20.	Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
21.	The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
22.	The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the Board. The Board reserves the right to call for additional information & clarification of information submitted by the Tenderer.
23.	The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the Board in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
24.	While execution of the work, if found that the bidder had produced false/ fake certificates of experience he will be black listed and the contract will be terminated.
25.	The reserve license fee is Rs.10,000/- per month excluding GST & all Taxes/Cess as applicable and bidder have to quote higher rates on it. The running of canteen will be license out to the indivial/firm whose rates are highest/higher and fulfill the criteria laid down in the bid document.
26.	The licensee shall also deposit one month's license fee plus Goods & Service Tax (If applicable) in advance to the Chandigarh Housing Board, Chandigarh along with Security Deposit.
27.	The Licensee shall pay monthly License Fee plus Goods & Service Tax in advance on or before the 10th day of each month.

28.	The contract shall be awarded initially for a period of 24 months which is extendable upto 36 months with the condition that the license fee will be increased by 10% on completion of 24 months, subject to satisfactory performance of the licensee and fulfillment of all terms and conditions. The rates shall be also revised by 10% rounded off to the next nearest rupee after completion of 24 months.
29.	License fee due shall be paid not later than the 10 th day of every month. Any delay in payment, the licensee shall be liable to pay interest @18% per annum on the amount outstanding for the days of default along with license fee.
30.	The Licensee will not sublet the contract wholly or partly or enter into any sub-contract through any mode for running such services.
31.	Cleanliness/Sweeping/Sanitation of the entire canteen area including sitting area will be done/ maintain by licensee.
32.	Segregation of garbage and its disposal will be done by the licensee as per prevailing MC, Chandigarh by laws to the nearby prescribed location in the vicinity.
33.	The license may be terminated by the Chandigarh Housing Board, Chandigarh in the event of any of the following contingencies:- a) Automatically on the expiry of the contract period, if not extended. Or b) If the amount of unpaid license fee exceeds the amount of license fee for months, the contract shall be cancelled & no compensation shall be paid to agency on this account. Or c) By giving one month's notice in writing in advance in case the services rendered by the licensee are found to be unsatisfactory or there is breach of any condition of the License deed or the Licensee engaged in any obnoxious trade. Or d) In case, the Licensee is declared insolvent by a Court of Law. However, the Licensee shall in that case shall be given two months notice for the cancellation of his License deed; provided that during that period, the Licensee shall keep on discharging his duties as before till the expiry of notice period. Or e) A continuous report of misbehavior or otherwise selling of inferior quality goods by the Licensee or his employees will render him/her for cancellation of License deed and also the firm may be blacklisted on this account. Or f) In case, the Licensee fail to deposit the Goods & Service Tax per month at the prevailing rates with the concerned authority.
34.	The Chief Executive Officer, Chandigarh Housing Board, Chandigarh shall be the competent authority for black-listing the firm based on "Policy on blacklisting, 2009" of Chandigarh Administration with any subsequent amendments.

35.	Any failure of omission or commission to carry out the provisions of this contract by the Licensee shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/ strikes, compliance with any statute and/ or regulations of the government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the Licensee's control including war (whether declared or not) civil war or state of insurrection, provided that notice of the occurrence of any event by either "party" i.e. licensor & licensee to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.
36.	The Licensee shall employ adequate number of experienced persons at his own cost to run the canteen. In case of any complaint against any of his employee, the Licensee shall immediately replace the particular person so deployed if so desired by the Chandigarh Housing Board, Chandigarh/Competent Authority. They shall wear the dress prescribed by the licensee & also display the badge of their name. Such deployment be made only after police verification. The licensee shall maintain the hygiene as per food processing norms.
37.	The GST & all Taxes/Cess as applicable will be borne by the Agencies/ Firms/ Bidders.
38.	Both the parties shall be at liberty to cancel this agreement at any stage after giving three months notice from either side if any find the project/arrangement not workable according to their aims and objectives.
39.	The department reserves the right to reject any prospective bid without assigning any reason.
40.	In case, more than one bidder submit equal/same rates of monthly license fee, then the decision will be taken by way of inter-se-bidding failing which by way of draw-of-lots.
41.	If the highest bidder back-out to complete the formalities to take over the possession of the premises, then bidder may be black-listed for participating in the tender process of Chandigarh Administration and EMD/Security Deposit (Performance Guarantee) shall be forfeited.
42.	The agency shall deposit EPF Contributions directly to RPFC on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provisions of EPF & Miscellaneous Provisions Act, 1952.
43.	The Chandigarh Housing Board will release Performance Guarantee/ security after the licensee submits the clearance from the RPFC regarding making compliance of the provisions of the EPF Act.

BRIEF PARTICULARS OF THE WORK

Salient details of the work for which Bids are invited are as under:

Name of work: RUNNING OF CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9 CHANDIGARH.

Time allowed	24 Months
Earnest Money	Rs.10,000/-

1. The canteen is located at **CHB office Building Block B (Sixth Floor) Chandigarh**. Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements
2. General features and major components of the work are as under: -
 - a. **RUNNING OF CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9 CHANDIGARH.**
3. The work in General shall be performed as indicate on the Price Schedule provided in the tender rate list annexed with and the terms and conditions therein,
4. To maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items.

Form-A

LETTER OF TRANSMITTAL

To
Executive Engineer-VII(PH)
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of Bid for the work RUNNING OF CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9 CHANDIGARH

Sir/Madam

Having examined the details given in Press Notice and Bid document for the above work, I / we hereby submit the documents related with the Eligibility Criteria & other relevant information and Financial Bid.

1. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
2. I / We also authorize Executive Engineer C.H.B. to approach individuals, employers, firms and corporation to verify our competence and general reputation.
3. I / We certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any running Canteen & catering services by me/us. I/We also certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/ We submit the requisite certificates in support of our suitability, technical know how and capability for having successfully completed the following works:-

Sr. No.	Name of work and location	Owner or sponsoring organization	Reference of performance certificate
1			
2			
3			
4			
5			

Certificate:-

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

EE-VII(PH)

**DETAILS TO BE FILLED BY THE BIDDER IN RESPECT OF VARIOUS
CANTEEN CONTRACTS EXECUTED / BEING EXECUTED AND CATERING
SERVICES DONE BY HIM/FIRM.**

Name of organization for whom
Canteen was operated :

Approximate Nos. of
employees in the organization :

Duration of canteen contract :

Timings of canteen

Approximate Nos. of Meals
served during Lunchtime :

Any other information :

Enclosures
Allotment Letter/Work order/
any other similar document

Signature of authorised
Signatory of firm/sole proprietor

Note: - Information to be supplied by the bidder in respect of each contract.

FORM 'B'

DETAILS OF ALL WORKS OF SIMILAR CLASS SATISFACTORILY ONE YEAR EXPERIENCE OF RUNNING CANTEEN/CAFETERIA/CATERING IN AN ORGANIZATION OF MINIMUM 50 PERSONS DURING THE LAST SEVEN YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDERS ARE INVITED.

S. No.	Name of work and location	Owner or sponsoring organization	Value of service in rupees	Date of comment as per contract	Stipulated end date of contract	Actual end date of contract	Whether the services have been performed as per Contract provisions. Litigation pending / in progress with details*	Name and address/ telephone number of officer to whom reference may be made
1	2	3	4	5	6	7	8.	9

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

SIGNATURE OF BIDDER(S)

[Signature]
EE-VII(PH)

FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

1.	Name of work & Location	
2.	Agreement No.	
3.	Scope of Contract	
4.	Contract Amount	
5.	Date of Start	
6.	Date of completion	
(i)	Stipulated end date of contract	
(ii)	Actual end date of contract	
7.	Amount of compensation levied, if any	
8.	Performance Report	
	1) Quality of food	Outstanding/Very Good/ Good / Poor
	2) Financial soundness	Outstanding/Very Good/ Good / Poor
	3) Compliance of all statutory requirements	Outstanding/Very Good/ Good / Poor
	4) Resourcefulness	Outstanding/Very Good/ Good / Poor
	5) General behavior	Outstanding/Very Good/ Good / Poor

Dated:

Executive Engineer or Equivalent

EE-VII(PH)

ANNEXURE-I

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

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

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

1. I/We in the name and style of RUNNING OF CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9 CHANDIGARH .
2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any running Canteen & catering services by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another bidder on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

VERIFICATION:

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

Dated: _____

To whomsoever it may Concern

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

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

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

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney) _____

Notes:

To be executed by the Applicant

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s)

ANNEXURE-III

FORM OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

In consideration of the Chairman, Chandigarh Housing Board (hereinafter called the 'the Board') having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called 'the said bidder's') for the work _____ (hereinafter called 'the said agreement') having agreed to production of an irrevocable bank Guarantee for _____ (Rupees _____ only) as a security/ guarantee from the bidder(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (indicate the name of the Bank) (hereinafter referred to as 'as Bank') hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the Board.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the 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 bidder (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ only).
3. We, the said bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the bidders(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for 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 enforceable 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 bidder (s) 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 obligation hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or

from time to time any of the powers exercisable by the Board against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder (s).
7. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Board in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____/- (Rs. _____ only) and unless a claim in writing is lodged with us within the validity of this guarantee or the extended date of expiry of this guarantee, all our liabilities under this Guarantee, shall stand discharged.

Date the _____ date of _____ 20__

For _____

(Indicate the name of Bank)

(Authorized Signatory with Bank's Seal)

ANNEXURE-IV

To,

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

Subject: NIT No. for the work **RUNNING OF
CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD,
SECTOR-9 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-VII(PH)

EE-VII(PH)
2 E

ANNEXURE-IV -A

Integrity Pact

To

Executive Engineer-VII(PH),
Chandigarh Housing Board
Chandigarh

Sub: Submission of Tender for the work **RUNNING OF CANTEEN IN OFFICE
BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9
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)

EE-VII(PH)

ANNEXURE-IV-B

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/Bidder 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) Running of canteen in office building of Chandigarh Housing Board Sector-9 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 Bidder(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:

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 will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal 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)/Bidder(s)

1. It is required that each Bidder/Bidder (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)/Bidder(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)/Bidder(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)/Bidder(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)/Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(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)/Bidder(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Bidder(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)/Bidder(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) / Bidder(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)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Bidder(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)/Bidder(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)/Bidder(s) and the Bidder/ Bidder accepts and undertakes to respect and uphold the Principal absolute right:

1. If the Bidder(s)/Bidder(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 bidder shall have powers to disqualify the Bidder(s)/Bidder(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Bidder 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/Bidder.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Bidder, or of an employee or a representative or an associate of a Bidder or Bidder 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/Bidder as deemed fit by the Principal.
3. If the Bidder/Bidder 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/Bidders/Sub bidders

1. The Bidder(s)/Bidder(s) undertake(s) to demand from all sub bidders a commitment in conformity with this Integrity Pact. The Bidder/Bidder shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subbidders/sub-vendors.
2. The Principal will enter into pacts on identical terms as this one with all Bidders and Bidders.
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 Bidder 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 Bidder 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 intensions.
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/ Bidders as confidential.~~
- ~~3. The Bidder(s)/Bidder(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder. The Bidder 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-bidders.~~
- ~~4. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Bidder(s)/ Sub-bidder(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 bidder. 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/Contract 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)
(For and on behalf of Bidder/Bidder)

WITNESSES:

1
(Signature, name and address)

2
(Signature, name and address)

Place:

Dated :

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

[Signature]
Executive Engineer
Division No. VII (PH)
CHB, Chandigarh

Renu Rana
Renu Rana
Supdt PH-VII, CHB

[Signature]
EE-VII(PH)

FORMAT OF INDEMNITY BOND.

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

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

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

Whereas the indemnified herein has awarded to the Indemnifier therein a contract for the 'Running of canteen in office building of Chandigarh Housing Board Sector-9 Chandigarh' on terms and conditions set out interlaid in contract/ Award No. _____ valued at Rs. _____ only)

And whereas the above mentioned contract provides for ' _____ ' as per terms & conditions of the contract.

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

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

Name

Designation

WITNESS:

1.

2.

FINANCIAL BID

**Special Conditions and other
related documents for submission
of Financial Bid**



**Name of Work : RUNNING OF CANTEEN IN OFFICE
BUILDING OF CHANDIGARH HOUSING
BOARD, SECTOR-9 CHANDIGARH**

Earnest Money : Rs. 10,000 /-

**Performance
Guarantee : Rs. 5,00,000/-**

Time Limit : 24 Months

Year : 2023-2025

CHANDIGARH HOUSING BOARD, CHANDIGARH

Name of Bidder: -

Name of work: - Running of Canteen in office building of Chandigarh Housing Board, Sector-9, Chandigarh.

Superintendent: -

_____ Division.
Chandigarh District
Sub Division

Divisional Accountant.

Scrutinized

CONTRACT FOR RUNNING OF CANTEEN

Executive Engineer-VII(PH)

Agreement No: -
_____ Year

I/We have read and examined the notice inviting tender, schedule, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Chairman, CHB within the time specified 24 Months

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

A sum of **Rs.10,000/-** is hereby **deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> portal. A copy of UTR No/ Transaction slip is scanned & uploaded.**

If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely.

EE-VII(PH)

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

I/we undertake and confirm that the eligible similar works has/have not been got executed through another bidder 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 and Performance Guarantee.

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

Dated _____
Witness: _____
Address: _____
Occupation: _____

Signature of the bidder

Postal Address

ACCEPTANCE

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

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

- a)
- b)
- c)

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

Signature

Dated

Designation

SPECIAL CONDITIONS OF CONTRACT

1. To assess the performance of the bidder, committee constituted by CHB may visit the organizations as per the details supplied by the bidder in respect of various canteen contracts executed/ being executed by him.
2. The canteen bidder shall be liable to obtain the necessary permission/ license to run the canteen from the concerned authorities in respect of all the civil as well as criminal liabilities under the Prevention of Food Adulteration Act and provisions of the other laws for the running of the canteen otherwise 1st running payment shall not be released to the Agency.
3. The Board shall provide space to the canteen bidder in its office premises for running of canteen as also the furniture, i.e. tables, chairs and ceiling fans for the running of canteen and the bidder shall maintain the same in good conditions and shall hand over the same on the termination of the contract and shall indemnify the Board for any loss/ damage to the articles provided by the Board, if any.
4. Board shall supply the kitchen equipments and Electrical Appliances (as per the annexed list) available with it to the bidder on "as is where is" basis.
5. The bidder shall be responsible for the routine running & maintenance of the Electrical Appliances supplied to him. The replacement of spare part/ parts upto a value of Rs.500/-, if required, shall be born by the bidder. However the replacement of spare parts beyond Rs.500/- shall be the responsibility of CHB.
6. The bidder shall arrange for the crockery, cutlery, utensils etc. as approved by the CEO, Chandigarh Housing Board (hereinafter referred to as CEO, CHB) or any of his authorised representatives.
7. Water/Electricity shall be made available to the bidder free of cost.
8. The bidder shall provide the quality and quantity of eatables as per DNIT at the agreed rates, which shall form part of this agreement for all intents and purposes.
9. The bidder shall use standard brands of preparation material/ ingredients i.e. Tea Leaves of Brook Bond, Lipton or Taj Mahal, Milk of Verka or Vita and Nestle or Nescafe Coffee only, for preparation of tea and coffee etc. 50 ml milk shall be used for preparation of one cup of tea.
10. The bidder shall maintain and upkeep canteen in proper hygienic condition and same shall be subject to the inspection and satisfaction of the CEO, CHB or any of his authorised representatives from time to time, which may inspect the canteen at any time.
11. The bidder shall not use kerosene oil, coal or wood or like combustible material shall be used to run the canteen.
12. The bidder shall be fully responsible for any loss caused to the Board due to any incident of fire or blast etc. and the Board shall have the right to recover from the

- bidder/ agency any damage suffered by it on account of any negligence on the part of the bidder or any of his workers.
13. The canteen operation hours shall be from 9.00 A.M. to 6.00 P.M. daily on all working days and from 10 A.M. to 1.30 P.M. on Saturday and on any other days as may be directed by the CEO, CHB or any of his authorised representative. However, Board shall not be responsible for any wastage of any kind of eatables/other stuffs due to strike, unexpected holiday or for any other reason.
 14. Before employment of any workers, the bidder shall ensure and obtain medical fitness certificate from the P.M.O., Chandigarh and shall submit a copy of the Medical fitness Certificate to the Board for record.
 15. The bidder shall ensure that all workers engaged by him wear proper uniform (preferably shirt and trouser) of the colour to be specified by the bidder. The workers shall also display Identification Badges. Every employee engaged by the bidder shall maintain personal Hygiene with hair and nail cut regularly.
 16. If any dispute or difference of opinion arises in any way connected with or arising out of the agreement of the meaning or interpretation of the wordings of clauses of the same, CEO,CHB or his nominee authorised in this regard shall take a decision in this regard and such decision shall be final and binding on the parties.
 17. In case bidder fails to provide on any day any item mentioned in the DNIT without any prior notice and valid reasons to the satisfaction of CEO,CHB or any of his authorised representative, he shall be liable to pay a fine @Rs.500/- per day per item.
 18. All the eatables shall be arranged fresh and no stale eatables shall be allowed to be used in the canteen.
 19. In case the canteen bidder contravenes any of the terms of the contract with regard to the quantity, quality, rates, time, functioning etc. the contract shall be terminated by the Board and the security deposit shall be forfeited and the bidder shall handover the vacant possession of the building/accommodation, furniture etc. in good condition to the satisfaction of the CEO,CHB or any of his authorised representative and in case of any loss or damage, the same shall be recoverable from the bidder.
 20. The contract may be terminated in any of the following contingencies:-
 - a) On assigning the contract or any part thereof or any benefit or interest therein or there under by the bidder to any third person for subletting whole or part of the contract.
 - b) On contactor being declared insolvent by the competent court of law. During the notice period for termination of the contract, in the situation contemplated above, the bidder shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the bidder to remove all the persons deployed by him on termination of the contact on any ground, whatsoever, and ensure

that no person creates any disruption/hindrance /problem of any nature to the Board.

21. The persons deployed by the bidder for the work shall be the employees of the bidder for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the Board implicitly or explicitly.
22. The bidder shall furnish pin code No. allotted by Regional Provident Fund Commissioner. In case no pin code No. allotted by Regional Provident Fund Commissioner, then both the employees share in respect of the person engaged by the bidder shall be deposited with the Chandigarh Housing Board. No payment shall be made without the production of the documentary proof of the deposit.
23. The bidder shall comply with all the provisions of the Minimum Wages Act, 1948 and Contract Labour (Regulation & Abolition) Act, 1970, as amended from time to time, and rules framed there under and other labour laws effecting contract labour that may be brought into force from time to time by the Union Government as well as the Chandigarh Administration/local authorities.
24. The bidder shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property of the Board.
25. In case of the persons so deployed by the bidder do not come upto the mark or do not performs their duties properly or indulge in any unlawful riots or disorderly conduct, the bidder shall take suitable action against employees on the report of the CEO, CHB or any of his authorised representative in this respect.
26. In case of any complaint/ defect pointed out by the Board's Authorities, the bidder shall immediately rectify the same and if the complaint pertains to any person employed by the bidder, the bidder shall replace the particular person so deployed without further arguments.
27. In the event of exigencies arising due to the death, infirmity or insolvency of the bidder or for any other such reason or circumstances, liabilities of the contract shall be borne by the following: -
 - i) Legal heirs in case the bidder is a sole proprietor.
 - ii) The remaining partners in the case of a partnership firm.The Board, however, reserves its right to revoke the contract in the event of any of above noted exigencies.
28. The expression CEO, CHB or any of his authorised representatives shall include an acting/ officiating CEO, CHB or any of his authorised representatives.
29. In case of breach in any of the conditions mentioned in the Document a penalty amounting to **Rs.500/-** (Rs. Five Hundred only) per day will be imposed.



29. In case of breach in any of the conditions mentioned in the Document a penalty amounting to **Rs.500/-** (Rs. Five Hundred only) per day will be imposed.
30. The lowest agency will have to obtain Food Safety License from the competent authority before start of work.
31. The agency shall at their own cost, display rate list of items. He shall not charge in excess of the rates so displayed.
32. The committee to be constituted to check the quality and to submit fortnightly report.

LIST OF KITCHEN APPLIANCES, WATER STORAGE COOLER AND FURNITURE TO BE SUPPLIED TO THE AGENCY BY THE BOARD.

S. No.	Description of item	Qty.
1	Counter drawers made of stainless steel of grade 202 of Jindal/SSP make, size 1950mmX575mmX700mm.	2 Nos.
2.	VISI cooler double door of make WESTERN/ CELFROST/ TRUFROST of size 1025X767X2102mm having capacity 910 ltrs including 5-5 shelf each.	1 No.
3.	Under counter double shelf table of stainless steel of grade 202 of Jindal/ SSP make, size 1950X575X700mm.	4 Nos.
4.	Stainless steel bain marie of grade 202 of Jindal/SSP make, size 1800X600X500mm with four hot containers having capacity of 12 ltrs per container with heating element of BECCO make installed for heating water.	1 No.
5.	Stainless steel Pizza oven electric stone type of grade 202 of Jindal/SSP make, having size 1300X890X630mm.	1 No.
6.	Stainless steel under counter Refrigerator of grade 202 of Jindal/ SSP make, size 1500X600X850mm with 2 in 1 option deep freezer/ chiller having 900 Liters capacity with doors and shelves.	1 No.
7.	Stainless steel three burner cooking range of grade 202 of Jindal/ SSP make, size 1800X600X850mm with (2 INDIAN +1 CHINESE) with all the accessories of Unitech or Sunflame make and Ash tray of stainless steel with one under shelf including 3 pilot burners.	1 No.
8.	Stainless steel Dosa plate range of grade 202 of Jindal/SSP make of size 1650X600X850mm with 12mm thick M.S plate, RV burner and Pilot burner including accessories of Unitech or Sunflame make.	1 No.
9.	Stainless steel tandoor (Gas Type) of grade 202 of Jindal/SSP make of size 750X750X850mm.	1 No.
10.	Stainless steel double sink with table of grade 202 of Jindal/SSP make of size 1800X600X850mm having sink of internal size 450X450X250mm made of 16 gauge sheet with attached table.	2 Nos.
11.	Stainless steel Utensil Rack of grade 202 of Jindal/ SSP make of size 900X450X1800mm with 4 shelves.	2 Nos.



12.	Stainless steel Dish landing table of grade 202 of Jindal/ SSP make of size 1800X600X850mm with top of 18 gauge sheet and legs of 16 gauge sheet.	1 No.
13.	Utensil Rack of Size 1500X450X1800mm with 5 shelves. Structure of the rack will be of 40X40mm thick 16 gauge stainless steel pipe. Sheet used for shelf will be of 18 gauge.	3 Nos.
14.	work table of size 1200X600X850mm with one under shelf.	1 No.
15.	Stainless steel rack of grade 202 of Jindal/ SSP make of size 1200X450X1800mm with 5 shelves.	2 Nos.
16.	4 Door Refrigerator of size 1200X675X2100mm of vertical type having capacity of 1200 liters and 2 Nos. of shelves.	1 No.
17.	M.S. Onion/ Potato Cage of size 900X600X850mm made of M.S Angle 40X40X3mm with M.S Mash Jali of Size 25X25mm.	1 No.
18.	Stainless steel work table of grade 202 of Jindal/ SSP make of size 900X600X850mm with one under shelf.	1 No.
19.	M.S. Rack of Size 1500X450X1800mm with 5 Nos. shelves.	2 Nos.
20.	Stainless steel Exhaust Hood of grade 202 of Jindal/SSP make of size 4200X900X500mm made with 20 gauge thick steel sheet with Waffle filter.	4.20 Metre
21.	Gas pipe line work with all the accessories with gas bank 12mm thick C-Class pipe well painted jointed to gas burners with flexible pipe-3 feet long and other side connected to manifold in gas bank and manifold shall have 4 connections with 4 different flexible pipes, which are connected to 4 different high pressure regulators.	1 No.
22.	Stainless steel Dustbin of grade 202 of Jindal/ SSP make of size 600X600X600mm with Flip LID easy to use and clean with removable top.	5 Nos.
23.	G.I. Exhaust Ducting made of 22mm gauge G.I. sheet with all the accessories for fresh air and exhaust air system	74.32 sqm
24.	Cafeteria Table	15 Nos.
25.	Cafe Chair	60 Nos.
26.	Drinking Water Storage Cooler along with M.S. angle iron stand.	2 Nos.

NOTE: - The above said material can be varied at site while handing over the possession.

SCHEDULE OF ITEMS TO BE SUPPLIED IN CHB CANTEEN, SECTOR-9-D, CHANDIGARH

TIME PERIOD: 24 Months

ANNEXURE-V

Sr. No.	Items	Unit	Rate at which the item to be sold by the contractor (in Rs.)
1.	Lunch		
	a) Veg. Thali -(As per prescribed menu)	Per Plate	60.00
	b) Extra Chapatti	Per Piece	5.00
	c) 2 Bhatura/4 Poorie with Channa/Bhaji	Per Plate	50.00
	d) Extra Bhatura/Poorie	Per Piece	15.00 / 10.00
	e) Extra Dal/Vegetable (60 grams)	Per Plate	20.00
2.	Karahi Paneer / Shahi Paneer / Butter Masala Paneer	Per Plate	50.00
3.	Kadi/Rajmah/Channa Rice	Per Plate	50.00
4.	Soup		
	a) Tomato (150 ml) / Veg (150 ml)	Per cup	25.00
5.	Snacks		
	i) Besan Burfi (30 grams)	Per Piece	15.00
	ii) Stuffed Bread (Two half slices Piece) / Bread Roll	Per Piece	15.00
	iii) Samosa with Sauce (60 grams)	Per Piece	10.00
	iv) Matthi (20-25 gms)	Per Piece	10.00
6.	Tea (100 ml)	Per cup	10.00
7.	Coffee (100 ml)	Per cup	20.00
8.	Parantha		
	a) Plain Parantha (80 gm)	Per Piece	20.00
	b) Stuffed Parantha (80 gm)	Per Piece	25.00
9.	2 Bread Pieces with Two egg Omlette	-	35.00
10	Two egg Omlette/ Bhurji	-	30.00
11.	Dip Tea (Tety)	Per cup	15.00
12.	Butter (10 Gm)	Per Piece	10.00
13.	Fresh Juice 200ml (Mix & Carrot)	Per Glass	40.00
14.	Sandwich	Per Piece	15.00

Note:

1. The rates of items can't exceed the maximum rates fixed. Packaged goods should not be sold more than MRP. Also, vendors shall use recyclable / reusable plates & cups

to avoid usage of plastic. Only above items will be sold in Canteen. Selling of new additional items will be allowed only with express approval of CHB on agreed rates.

2. I/We have also understood that I/We have to maintain the high standard, quality and hygiene of all the eatables as mentioned in the rate list of items with the tender.

3. The following standard brands of material/ingredients shall be used/ provided by the bidder:-

- i. Cold Drinks i.e. Coca Cola, Pepsi, Limca, Morinda, Mazza & Thums-up and Biscuits i.e. Britannia, Crimica, Good-day, Crack Jak, Parle-G & Priya Gold and Toffees and Chocolate, Sauce of standard brands at M.R.P.
- ii. Tea Leaves of Brook Bond, Lipton or Taj Mahal, Milk of Verka, Vita or Amul and Nestle or Nescafe Coffee only, for preparation of tea and coffee. The Atta shall be Shakti Bhog, Ashirwad, Patajanli and Rice of Hafed, Kohinoor, India Gate, & Markfed brand.

4. The bidder shall provide/serve a variety of items in the menu of lunch. The daily menu of lunch fixed from Monday to Friday is as under :-

S.No.	Day	Menu
a.	Monday	Rice + 2 Chapattis or Full plate Rice or 4 Chapatti with Channa Dal , and one vegetable (Lady Finger/ Cauliflower), Dahi Raita, Green Salad and Sweet dish-Halwa (minimum weight 100 grms.).
b.	Tuesday	Rice + 2 Chapattis or Full plate Rice or 4 Chapatti with Mah Dal and one vegetable (Aloo (Potato) Carrot/ Bottle Guard) and Green Salad and Sweet dish-Kheer (minimum weight 100 grms.).
c.	Wednesday	Rice + 2 Pories/ 1 Bhatura, or Full plate Rice or 4 Pories/ 2 Bhatura with Arhar Dal and one vegetable Pumpkin/ Dam Aloo, Dahi Raita, Green Salad and Sweet dish-Halwa (minimum weight 100 grms.).
d.	Thursday	Rice + 2 Chapattis or Full plate Rice or 4 Chapatti with kadi Pakora , and one vegetable (Brinjal/ Capsicum) and Green Salad & Sweet Dish-Kheer (minimum weight 100 grms.).
e.	Friday	Rice + 2 Chapattis or Full plate Rice or 4 Chapatti with Rajmah/ Dal Soyabeans , and one vegetable (Tinda/ Aloo (Potato) Methi/ Aloo (Potato) Beans) and Dahi Raita, Green Salad and Sweet dish-Halwa (minimum weight 100 grms.).



5. The lunch hours shall be fixed 1.00 PM to 2.00 PM all days & seasons and Tea timing fixed 9.00 AM to 1.00 PM and 2.00 PM to 6.00 PM strictly from Monday to Friday.

Dated _____

Witness: _____

Address: _____

Occupation: _____

Signature of the bidder

Postal Address

FINANCIAL BID FOR RUNNING OF CANTEEN IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, SECTOR-9 CHANDIGARH

These rates of items as per ANNEXURE-V shall be inclusive of all taxes, levies and service charges etc. and will be sold at the specified components of prices shown therein. I shall:

Part	Description	Reserve Price
A	Running of canteen in office building of Chandigarh Housing Board Sector-9, Chandigarh.	Rs.10,000/- per Month Excluding GST & all Taxes/Cess
	I/We will pay Rs. _____ /-* per month (in figures) Excluding GST & all Taxes/Cess (in words) _____ per month.	

* Bid to be quoted by the Agencies/ Firms/ Bidders above the reserve price i.e. Rs.10,000/- **excluding GST & all Taxes/Cess**. Bid less than reserve price will be rejected.

* **GST & all Taxes/Cess will be borne by the Agencies/ Firms/ Bidders.**

Recommended place

Signature of Bidder

[Signature]
Superintending Engineer-II
Chandigarh Housing Board
Chandigarh

[Signature]
Executive Engineer-VII(PH)
Chandigarh Housing Board,
Chandigarh

[Signature]
Sub Divisional Engineer-III(PH)
Chandigarh Housing Board,
Chandigarh

19.1.23

This NIT containing **48 pages** as per Index is hereby approved.

[Signature]
Chief Engineer
Chandigarh Housing Board
Chandigarh