

BID DOCUMENT

FOR


**Running and maintenance of 7 Nos. Public
Toilets (Five in City Sub Centre, Sector 34,
Chandigarh and One each at Motor Market in
Sector-38 (West) & Sector-48, 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-VI(PH) on behalf of the Chairman. Chandigarh Housing Board invites percentage rate bids through e-Procurement process from the agencies, firms, individuals who have experience of similar natured work for Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh.

Earnest Money:- Rs.7.25 Lakh Period of Contract:- 5 Years, Last date of submission of bid online is ___/___/2023, & date of opening 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

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Detail Regarding Tendering Process

Name of work	Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector 38 (West) & Sector-48, Chandigarh.	
Period of Contract	5 Years	
Name of the Employer	Chandigarh Housing Board	
Address of the Employer	EE-VI(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:	
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.7.25 Lakh 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 https://etenders.chd.nic.in</p>	

	<p>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 contractor, whose bid is accepted, will be required to finish performance guarantee equivalent to 5% of total license fee payable during 5 years including GST within the 7 days from the date of issue of letter of acceptance. 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.</p> <p>In case the contractor fails to deposit the said performance guarantee Maximum allowable extension beyond the period provided above. Extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period upto 15 days.</p> <p>If performance guarantee not deposited within the specified period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>
Extension of time, if any, after completion of contract period	Authority to decide: Superintending Engineer
Reserve License Fee	Rs.7,00,000/- Per Month excluding GST & all Taxes/Cess as applicable.

LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDER

1.	Fee	
	i)	EMD
2.	Technical Qualification	
	i.	Check List
	ii.	Form 'A' Letter of Transmittal as per attached Performa in Section-II.
	iii.	Form 'B' Similar works during the last seven years
	iv.	Form 'C' Performance Report of works given in Form 'B'.
	v.	Affidavit as per Annexure-I regarding no criminal proceedings and confirmation that eligible similar works have not been got executed on back to back basis.
	vi.	Affidavit as per Annexure-II regarding Power of Attorney.
	vii.	Balance sheets duly audited/verified by the Chartered Accountant & Profit/Loss statement during the last three years ending 31 st March of the previous year duly signed by the CA.
	viii.	Certificate of Registration under GST and acknowledgement of up to date filed return
	ix.	Copy of PAN
	x.	Certificate of registration with EPFO, ESIC and labour license.
	xi.	Declaration of the integrity Agreement Annexure-V, V-A & V-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 highest (H-1) bidder to the Executive Engineer-VI(PH)

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CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS'

S. No.	Description	Yes / No
1.	Whether the Earnest Money of Rs.7.25 Lakh has been uploaded on line through e-tendering portal i.e. https://etenders.chd.nic.in	Yes / No
2.	Whether definite proof from appropriate authority of having similar completed work satisfactorily at least one similar nature of work 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 similar completed works 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) have been uploaded?	Yes / No
7.	Whether contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant & Profit/Loss statement during the last three years ending 31 st March of the previous year duly signed by the CA.	Yes / No
8.	Whether the Power of Attorney (Annexure-II) by applicant in case of Non Consortium members has been uploaded?	Yes / No
9.	Whether any additional condition in tender has been quoted?	Yes / No
10.	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
11.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
12.	Whether the certificates of registration of GST & acknowledgement up to filled return have been Uploaded?	Yes/ No
13.	Whether the Copy of PAN has been Uploaded?	Yes / No
14.	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

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Pee

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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

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CHANDIGARH HOUSING BOARD NOTICE INVITING TENDER.

Executive Engineer-VI (PH) on behalf of the Chairman, Chandigarh Housing Board invites percentage rate bids through e-Procurement process from the agencies, firms, individuals who have experience of similar nature work for the following work:

Name of work and location.	Earnest Money (Rs.)	Period of Contract	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in the NIT	Time & date of opening of Technical Bid.
Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh.	Rs.7.25 Lakh	5 Years	Refer Detail regarding tendering process of Bid Document on website*.	Refer Detail regarding tendering process of Bid Document on website*.

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

1. **Initial criteria for Eligibility for tender.**
 - 1.1 Applicants who fulfill the following requirements shall only be eligible to apply.
 - a) Agencies/contractors shall submit definite proof from appropriate authority of having completed satisfactorily **at least one** similar nature of work during the last seven years ending last day of month previous to the one in which tenders are invited.
Similar work shall mean, "Running and maintenance of Public Toilets" at least for one year.
 - b) An affidavit regarding:-
 - i) No criminal proceeding is ongoing/pending relating to any project executed by the firm in any court of law.
 - ii) All the documents & information submitted with the tender Bid are true & the applicant stands fully responsible as per Law for their genuineness and correctness.
 - iii) Confirmation that eligible similar works(s) has/have not been got executed through another contractor on back to back basis.

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- c) **Integrity Pact:** The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids.
- d) GST registration Certificate of UT, Chandigarh is to be obtained by the bidder.
If the bidder has not obtained GST registration in the UT, Chandigarh, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents.
"If work is awarded to me, I/we shall obtain GST registration Certificate of UT, Chandigarh within one month from the date of receipt of award letter or before release of any payment by CHB, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CHB or GST department in this regard.
- e) At the time of submission of bid, contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant & Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA.

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

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

- f) Agreement shall be drawn with the highest bidder. Tenderer shall quote their rates as per various terms and conditions of the said form which will form part of the agreement. However the definitions contained therein with regard to CPWD Department and other designated authorities may be read as under:-

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

2. The service contract period for Toilets shall be **Five Years** as defined in Bid Document
3. Financial Bids of only those agencies shall be considered, whose supporting documents/proof as described below are found in order.

4. Bid document for this work, can be downloaded from e-tendering website of U.T Administration website <http://etenders.chd.in/nicgep/app>. Bid document shall not be available on said website after the stipulated date & time for downloading.
5. Downloading and submission of Tender including Financial Bid will be done by **e-Procurement process** through the web site of Chandigarh Administration web site <http://etenders.chd.nic.in/nicgep>.
The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to Earnest Money Deposit and Eligibility Documents.
6. Earnest money amount will have to be deposited as mentioned in Detail Regarding Tendering Process in shape as prescribed at Detail Regarding Tendering Process.
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 highest 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-VI(PH), CHB by the Tender Opening Committee.
8. The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified contractors to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.
9. The contractor, whose tender has been accepted, will be required to furnish '**Performance Guarantee**' as mentioned in Detail Regarding Tendering Process. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW (Building & Other Construction Workers) Welfare Board.
10. The work in 'General' shall be carried out as per terms and conditions of the Bid Document.
11. Agreement shall be drawn with the successful Bidder.
12. The description of the work is as follows:
Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48,

Chandigarh.

13. The competent authority on behalf of the Chairman, CHB does not bind itself to accept the highest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition is put forth by the Bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
18. The tender for the works shall remain open for acceptance for a period of Seventy five (75) days from the last day of receipt of technical bid.
19. If any bidder withdraws his bid or makes any modifications in the terms & conditions of the tender which is not acceptable to CHB within 7 days after last date of submission of Bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely irrespective of letter of acceptance for the work is issued or not.
20. If any bidder withdraws his bid or makes any modifications in the terms & conditions of the tender which is not acceptable to CHB after expiry of 7 days after last date of submission of Bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the Earnest Money absolutely irrespective of letter of acceptance for the work is issued or not.
21. The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' as mentioned in Detail Regarding Tendering Process.

The contractor whose bid is accepted will also be required to furnish either copy of

- applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and Programme chart (Time and Progress).
22. This Bid Document shall form a part of the contract document. The successful Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the-contract agreement.
 23. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 24. In case the date of receipt of tender form is declared/happens to be a public holiday, the tender will be received on the next working day.
 25. The Bidder is subject to be blacklisted and the EMD forfeited, if he is found to have mislead or furnished false information in the forms/statement/ certificates submitted in proof of qualification requirement or record of performance such as abandoning of work not properly completed in earlier contracts, in ordinate delays in completion of the work. Further, if this Contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
In case of forfeiture of Earnest Money as prescribed above, the bidder shall not be allowed to participate in the rebidding process of the same work.
 26. While execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated.
 27. Any contractor offering lower rates after the opening of tenders shall be liable to be black-listed.
 28. Contract is liable to be terminated by the Chandigarh Housing Board without payment of any compensation, if subsequent to the acceptance of bid, the agency is blacklisted by, or enters into partnership or employees any blacklisted contractor of the Chandigarh Housing Board or any other department or Government or its undertakings or given false information.
 29. All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
 30. If any incorrectness/deviation is noticed in the document submitted by the agency, it will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
 31. Each Bidder shall submit only One Tender' for the work. A Bidder who submits more than One Tender' will cause disqualification of all the Tenders submitted by the Bidder.
 32. 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.
 33. Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.

34. To give prospective Bidder 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.
35. The Executive Engineer will scrutinize whether each Bidder is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Bidder and selected for next stage of opening of Price Bid.
36. If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
37. Tenders 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 Bidder. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
38. The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
39. 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 Bidder.
40. 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 Bidder and the Board in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
41. The department reserves the right to reject any prospective application without assigning any reason.
42. If the Head Quarter of the successful bidders is at a place other than Chandigarh, he shall have a duly authorized agent in Chandigarh from the date of commencement of the work till the work is virtually completed/agreement is executed in full. Such agent shall be authorized to act on behalf of the successful bidders. Any notice under the contract shall be deemed to have been served on the successful bidder, if served upon such agent or sent by registered letter at his address in Chandigarh. Such agent shall not be changed and shall not leave Chandigarh during the period of the contract without the prior approval of the Engineer-in-Charge. If the Engineer-in-charge shall require the successful bidder to carry out rectification of defects under the terms of the contract after the work has been completed, the successful bidders shall have the same or another duly authorized agent in Chandigarh while such rectifications are being carried out.
43. In the event of the bid being submitted by a Firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

44. On acceptance of the bid, the name of the accredited representative(s) of the agency who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
45. In addition to the rates quoted by the agency, GST, or any other Tax/Cess applicable in respect of this contract shall be payable by the agency directly to the concerned authority and Chandigarh Housing Board will not entertain any claim whatsoever in respect of the same.
46. The agency is advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials fixed in toilet blocks, tools and plants, water, electricity, access all facilities for workers and all other services required for running/maintenance of the facility.
47. The all toilet blocks shall be handed over on "as is where is" basis and the CHB will not entertained any complaint whatsoever regarding all toilet blocks.
48. The work shall be awarded to the successful applicant on definite terms & conditions enclosed with the documents.
49. It will be obligatory on the part of the tenderer to sign the tender document. (The schedule of quantities, condition and special condition etc.)

PART-II

PART-II

DOCUMENT RELATED

TO

ELIGIBILITY CRITERIA

AND

OTHER RELATED DOCUMENTS

Form-A

LETTER OF TRANSMITTAL

To

Executive Engineer-VI(PH)
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of Bid for the work RUNNING AND MAINTENANCE OF 7 NOS.
PUBLIC TOILETS (FIVE IN CITY SUB CENTRE, SECTOR 34, CHANDIGARH
AND ONE EACH AT MOTOR MARKET IN SECTOR-38 (WEST) & SECTOR-
48, CHANDIGARH

Sir/Madam

Having examined the details given in the bid document for the above work, I/we
hereby submit the relevant information.

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

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

Certificate:-

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

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FORM 'B'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDERS ARE INVITED

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

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

SIGNATURE OF BIDDER(S)


EE-VI(PH)


FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

1.	Name of work/Project & Location	
2.	Owner or sponsoring organization	
3.	Agreement No.	
4.	Estimated Cost	
5.	Tendered Cost	
	i. Allotted Amount	
	ii. Actual completed cost	
6.	Date of Start	
7.	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion.	
8.	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.	
	c) Litigation/arbitration cases Pending/in progress with details	
9.	Whether the work was done on back to back basis (yes / no)	
10.	Performance Report	
	1) Quality of Work	Outstanding/Very Good/ Good / Poor
	2) Financial soundness	Outstanding/Very Good/ Good / Poor
	3) Technical Proficiency	Outstanding/Very Good/ Good / Poor
	4) Resourcefulness	Outstanding/Very Good/ Good / Poor
	5) General behavior	Outstanding/Very Good/ Good / Poor

Dated:

Executive Engineer or Equivalent

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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 AND MAINTENANCE OF 7 NOS. PUBLIC TOILETS (FIVE IN CITY SUB CENTRE, SECTOR 34, CHANDIGARH AND ONE EACH AT MOTOR MARKET IN SECTOR-38 (WEST) & SECTOR-48, CHANDIGARH
2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any Running and maintenance Public Toilets 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

↓
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ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

Dated: _____

To whomsoever it may Concern

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

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

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

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney) _____

Notes:

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

↓
EE-VI(PH)
B,

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ANNEXURE-III

On non-judicial stamp paper of minimum Rs.100/-

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

**Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security
Deposit/Mobilization Advance**

1. Whereas the Executive Engineer _____ (name of division), on behalf of the Chairman, CHB (hereinafter called "The Government") has invited bids under _____ (NIT number) _____ dated for _____ (name of work). The Government has further agreed to accept irrevocable Bank Guarantee for Rs. _____/- (Rupees _____ only) valid up to _____ (date)* _____ as **Earnest Money Deposit** from _____ (name and address of contractor) _____ (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer-II (name of division) CHB, Chandigarh on behalf of the Chairman, CHB (hereinafter called "The Government") has entered into an agreement bearing number with _____ (name and address of the contractor) _____ (/ Hereinafter called "the Contractor") for execution of work **Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh)**. The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. _____/- (Rupees _____ only) valid up to _____ (date)* _____ as **Performance Guarantee/Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, _____ (indicate the name of the bank) _____ (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. _____/- (Rupees _____ only) on demand by the Government within 10 days of the demand.
3. We, _____ (indicate the name of the Bank) _____ do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. 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).
4. We, _____ (indicate the name of the Bank) _____, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, _____ (indicate the name of the Bank) _____ further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our

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obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor 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. We, _____ (indicate the name of the Bank) _____ further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, _____ (indicate the name of the Bank) _____, undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to _____, unless extended on demand by the Government. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. _____/- (Rupees _____ only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date _____

Witnesses:

1. Signature _____
Name and address _____

Authorized signatory
Name _____

Designation _____
Staff code no. _____
Bank seal _____

2. Signature _____
Name and address _____

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/Security deposit/mobilization advance, as the case may be.

ANNEXURE-IV

To,

The Bidder.....,

.....,

.....

Subject:

NIT No. for the work **RUNNING AND
MAINTENANCE OF 7 NOS. PUBLIC TOILETS (FIVE IN CITY SUB
CENTRE, SECTOR 34, CHANDIGARH AND ONE EACH AT MOTOR
MARKET IN SECTOR-38 (WEST) & SECTOR-48, 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-VI(PH)

EE-VI(PH)

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ANNEXURE-IV -A

Integrity Pact

To

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

Sub:

Submission of Tender for the work **RUNNING AND MAINTENANCE OF 7 NOS. PUBLIC TOILETS (FIVE IN CITY SUB CENTRE, SECTOR 34, CHANDIGARH AND ONE EACH AT MOTOR MARKET IN SECTOR-38 (WEST) & SECTOR-48, 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)

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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/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 **Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, 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.

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.

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- (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.

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. 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.
6. 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.

Article 8- Legal and Prior Rights

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

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]
EE-VI (PH)

Renu Rana
(Renu Rana)
Renu Rana-Supdt
PH-VI, CHB

[Signature]
EE-VI(PH)
[Signature]

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 and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh)** on terms and conditions set out interalia 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 contractor or sub-contractor engaged on the work in respect of his contractual obligations emanated from the contract already referred to the extent of Rs. _____/-Rupees _____ only)

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

Name

Designation

WITNESS:

1.

2.

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SPECIMEN OF DATA COLLECTION PROFORMA/QUESTIONNAIRE

- Ref: Tenders invited by Chandigarh Housing Board, Chandigarh for the following scope of work: -
'Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh.
1. Name of the Organization.
 2. Type of Business Organization Private / Public/Sole/ Partnership/Co-Operative etc.
 3. Office location with complete address with telephone/Mobile No.
 4. Name(s) of the owners/partners with ratio for entrepreneurship with complete address and telephone Nos.
 5. Financial and physical resources/ facilities in terms of firm's property, assets held (fixed and moveable), means of communication & infrastructure available.
 6. Registration No. with date under the "Contract Labour, Regulation and Abolition Act, 1970 & Rules, 1971".
 7. Registration No.
 - i) GST :
 - ii) EPFO:
 - iii) ESIC :
 - iv) PAN
 8. Date and period of existence of the firm in the present business.
 9. Staffing position in terms of Employees' strength:
 - i) No. of Personnel
 - ii) Categories of Personnel
 - iii) Qualifications
 - iv) Experience details
 - v) Source of recruitment

- vi) Copy of Muster Rolls/ Records / Registers being maintained.
10. List of clients/credentials should be attached separately under the following heads
- i) Name of the company
 - ii) Date of commencement of the business with the above firm(s)
 - iii) Job Assigned
 - iv) Commendation letters (if any)
11. Three references with their complete contact addresses
12. Mode of verification of antecedents of personnel to be provided
13. Any other information

NOTE:

- i) Information may be given on separate sheet against the columns mentioned above.
- ii) Incomplete tenders will not be considered.

Place:

Signatures (Name & Address)

Date:

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PART-III

Special Conditions and other related documents for submission of Financial Bid

ACCEPTANCE

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

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

- a)
- b)
- c)

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

Signature

Designation

Dated

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I - General/ Specific Conditions, Specifications

GENERAL/SPECIFIC CONDITIONS

1.0 General

- 1.1 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.2 As per provision of contract labour (Regulation & abolition (Act) 1970, the agency shall obtain license for employing labour on the work before commencement of work and shall also display a copy of the same at the premises where the contract work is being carried out.
- 1.3 As per instructions of the Excise and Taxation Officer, UT, Chandigarh contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of Punjab General Sales Tax Act 1948 as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.4 The contractor shall responsible for the implementation of all the provisions under Rule 4 of Chandigarh Municipal Corporation (Sanitation and Public Health) Bye Laws, 1999 and bear all the fines, penalties and prosecutions in case of failures. CHB reserves the right to recover any damages/penalties imposed from the payments due to the contractor.
- 1.5 In case the quoted amount of the tender including any financial implication involved is same of more than one agency and they are the highest, then the work will be allotted to the agency through draw of lots in the presence of the concerned agencies whosoever like to be present. The decision of the board will be final and binding on all the concerned.
- 1.6 The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.
- 1.7 The Board reserves its right to bifurcate the work between one or more agencies and further reserves its right to withdraw a part of a work of a particular item at any stage during the execution of work without prejudice to the right of the Board to recover, liquidated damages under various provisions of the contract agreement.
- 1.8 The contractor shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work (As per format given on page 55)
- 1.9 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. The agency shall obtained inspection report from inspector RPFC office for the period of the contract for this work and shall submit to CHB as a proof of EPF contribution after which the security shall be released.

- 1.10 In addition to the conditions laid down in the Condition of Contract Document of Chandigarh Housing Board for release of security deposit, the contractor shall have to make compliance of the following:-
- (i) To submit clearance from the RPFC regarding making compliance of the provisions of the EPF Act or otherwise as specified in the Tender Document
 - (ii) To produce no due certificate from U.T. Electricity department Chandigarh in respect of Electricity consumption charges & from M.C.C. in respect of Water consumption charges, Advertisement Fee/Tax etc.
- 2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- (i) The rates quoted by the applicant in financial bid would be the payable rates to Chandigarh Housing Board. The agency shall be responsible for discharging its obligation arising out of this contract under the applicable/leviable taxes/cess as per the law of land. In addition to the rates quoted by the agency, GST, or any other Tax/Cess applicable in respect of this contract shall be payable by the agency directly to the concerned authority and Chandigarh Housing Board will not entertain any claim whatsoever in respect of the same.
 - (ii) Any of the conditions and specifications mentioned in the tender documents.
3. The service contract period for Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh shall be five years. The period of five years of each site shall commence from the date on which site is physically handed over to the bidder. Renewal thereafter shall be at the discretion of the Chandigarh Housing Board and subject to such terms as the CHB may decide from time to time.
4. The timings of operation of the toilets will be different for summer and winter i.e. From 1st November to February last 6.00 a.m. to 9.30 p.m. and from 1st March to 31st October 5.00 a.m. to 11.00 p.m.
5. The CHB shall decide the amount to be charged per use of this service from the public using these facilities provided by the bidder which is Rs.5/- for W.C. Children below 12 years of age and handicapped persons will be exempted. The urinal facilities will be free of charge. The bidder shall ensure the facility of drinking water (cold in summers) at the maximum cost of Rs.2/- per glass of water with disposable glass. The rate list of the facilities shall be displayed at the entrance of the toilet blocks.
6. The bidder shall operate and maintain the complexes to the entire satisfaction of CHB and clean regularly toilets, urinals, wash basins, W.C. Seats, Electrical fittings & fixtures, floor, walls and ceilings of the interior as well as the exterior of the complexes and ensure continuous serviceability as also continuous availability of clean water. He shall ensure that the requisite quantity of cleaning materials such as phenyl, acid, naphthalene balls are used to ensure that the toilets look clean and free from foul smell at all times and that soap, towels, hand driers are available to the extent required.

7. In the event of the CHB considering it unavoidably and absolutely necessary, in the interest of public necessity/requirement to resume any site before expiry of five years, they would do so after giving a minimum three months advance notice and such a site would be simultaneously replaced by allotment of another site subject to availability with compensation for depreciated value of construction as decided by the CHB.
8. In case management of the public toilets as per this agreement is transferred from CHB to any other organization / department such as Municipal Corporation or Engg. Deptt. of U.T. Administration etc., this agreement will remain valid with the successor Department / Organization. The term CHB will be read as the name of successor Department / Organization.
9. The permission if any from the competent authority is required to display the advertisement will be arranged by the bidder. The bidder shall pay to the concerned department the requisite Advertisement Fee/Tax in respect of the advertisement displayed on the walls of the public conveniences in accordance with the provisions of the Municipal Act & any other relevant act.
10. The bidder shall submit proof of advertisement fee/tax paid to the concerned department on regular basis to CHB.
11. The bidder shall utilize the walls of the structure for the purpose of advertisement as shown in the approved architectural drawings. The area on which the advertisements are displayed shall not exceed 280 Square feet Per toilet block except the toilet block under ramp in Sector-34 where such area shall not exceed 147 Square feet. The remaining area shall carry social messages as approved by the CHB.
12. The bidder shall not display or exhibit any picture/posture/statue or other articles in any part of the premises that are repugnant to the general standards of morality. The decision of the CHB in this regard shall be conclusive and binding on the agency/bidder.
13. The bidder shall ensure that the premises are not used for playing games etc. which involves stakes/betting, playing cards etc.
14. The bidder shall ensure adequate water for general cleanliness of the public conveniences for which the CHB shall have no objection to the bidder making his own arrangements for increasing storage capacity of water at site with prior approval of CHB.
15. The electricity bill, Water Charges and Sewerage Cess for running & maintenance of toilet blocks shall be borne by the bidder and will be paid directly to the concerned authorities.
16. The possession of the entire structure along with fittings and fixtures provided in the public convenience will be handed over to the CHB on the conclusion of the agreement without causing any damage.
17. The title of interest, ownership and rights with regard to public conveniences alongwith fixture / fittings provided therein and the land allotted by the CHB shall vest with the CHB except that these will be operated and maintained by the bidder as agreed in this agreement.
18. In case of functional disruption of fittings and fixtures installed in the premises and/or loss

- due to theft or damage to the assets created in the public conveniences, the bidder shall be responsible for making good the same within 24 hours of its occurrence at its own cost and shall continue to keep the complex operational and available for public use, at all times, as prescribed
19. Disputes if any, arising during the period of this agreement between CHB and the agency shall be referred to the sole arbitration of the Chairman CHB or a person nominated by him (The fact that the person so nominated is also an employee of CHB shall not be a bar on his acting as an Arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties. The venue of Arbitration shall be at Chandigarh. All disputes are subject to Chandigarh Jurisdiction only.
 20. 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.
 21. The CHB shall have the right to cancel/revoke/terminate the agreement at any stage in case of breach of any of the stipulated terms and conditions by the agency or in case their performance is not found satisfactory. The CHB shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the bidder in respect of the regular maintenance of the public convenience in clean and hygienic conditions and to keep the public convenience in a state of good repairs at the cost of bidder. In case of such termination of agreement no compensation whatsoever will be paid to the bidder. The performance guarantee and earnest money shall be forfeited in case of termination of the contract.
 22. The work assigned to the bidder by the CHB shall not be transferred by the bidder to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
 23. The premises of public conveniences complex shall not be used by the bidder for purpose other than that for which it is allowed under the agreement for running and maintenance.
 24. The bidder or its employees or agents shall behave and deal with courtesy with the users of these public conveniences.
 25. The bidder shall be solely responsible for proper watch and ward of toilet block for all 24 hrs.
 26. The bidder will not use or allow any person to use public convenience for residential purpose or for stocking of any material etc. and not keep any animal/motor vehicle in or around the complex other than two attendant-cum sweeper at each Toilet Block, One for Gents block and Second for Ladies block to ensure continuous serviceability.
 27. The bidder shall be allowed to plant flowering and other shrubs, around each convenience subject to the approval by the CHB who is responsible for ensuring right of way to the public.
 28. The reserved license fee for Toilet Blocks shall be increased by 10% every subsequent year to be rounded off to next nearest hundred e.g. if the license fee is Rs.1,09,400/- p.m. for the first year then the license fee shall be Rs.1,20,400/-p.m. for second year & Rs.1,32,500/- p.m. for


- third year & Rs.1,45,800/-p.m. for fourth year & so on.
29. The license fee shall be payable from the date Toilet Block are physically handed over to the bidder. The toilet blocks shall be handed over to agency after submission of the Performance Guarantee.
 30. License fee due shall be paid not later than the 10th 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. If the amount of unpaid license fee exceeds the amount of license fee for two months, the contract shall be cancelled & no compensation shall be paid to agency on this account.
 31. The payment of the monthly license fee or any outstanding due shall only be accepted/entertained in the shape of Demand Draft/ RTGS in favour of Chandigarh Housing Board Chandigarh under intimation to Chandigarh Housing Board Chandigarh.
 32. The bidder shall execute the agreement within 15 days from the stipulated date of receipt of letter of intent.
 33. On the completion of the contract period, the bidder shall hand over the vacant possession of the public conveniences along with fixtures and fittings (as per list enclosed), inventory, structures in good working condition to the CHB within 24 hours and will not put any resistance failing which the premises shall be evicted and the CHB shall assume the occupation without any notice whereupon the bidder will have no claim.
 34. If there is any dampness due to leakage etc. or any problem of water supply, the bidder will immediately rectify it. In case of any problem related to estate sewer / water supply / storm water drain, the bidder will pursue the matter with the concerned department to rectify the problem.
 35. The bidder shall be solely responsible for proper maintenance of the toilets blocks and the unmarked surrounding area for park /green space of the toilet blocks.
 36. In case of any change proposed for improvement either by the applicant or by the department the same shall be allowed as mutually agreed.
 37. A complaint/suggestion box shall be installed in the entrance lobby of each toilet block by the bidder.

Subject: - Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh.)

LIST OF P.H. & ELCTRICAL FIXTURES & FITTINGS


Sr. No.	Item	Fixtures in Toilet block Near Mukat Hospital, sector-34	Fixtures in Toilet block Near Healing Hospital, sector-34	Fixtures in Toilet block Sector 38 (w) Motor Market	Fixtures in Toilet block Sector 48 Motor Market	Fixtures in Toilet block Near market, sector-34	Fixtures in Toilet block Near Punjab State co. op. Bank, sector-34
1.	W.H.B. (Oval type) with one no. C.P. pillar tap, C.P. waste, C.P. Bottle trap & C.P. Angle cock ½"	4 Nos.	4 Nos.	6 Nos.	6 Nos.	7 Nos.	7 Nos.
2.	Range of three nos. large flat back type urinals with three nos. china ware partitions, three nos. C.P. Angle cock with C.P. tube & nuts, three nos. C.P. bottle trap 1-1/4"	1 No. set	1 No. set	1 No. set	1 No. set	1 No. set	1 No. set
3.	C.P. hinged grating	8 Nos.	8 Nos.	8 Nos.	8 Nos.	9 Nos.	9 Nos.
4.	Soap Dispenser	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.
5.	Hand drier	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.
6.	OWC seat with flush cock	2 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.
7.	C.P. Bib cock ½"	4 Nos.	4 Nos.	4 Nos.	4 Nos.	5 Nos.	5 Nos.
8.	EWC seat with C.P. flush cock, C.P. Jet, C.P. Angle cock etc.	2 Nos.	2 Nos.	2 Nos.	2 Nos.	3 Nos.	3 Nos.
9.	Looking mirror (large)	4 Nos.	4 Nos.	4 Nos.	4 Nos.	5 Nos.	5 Nos.
10.	Looking mirror (Small size)	1 No.	1 No.	1 No.	1 No.	1 No.	1 No.
11.	Dust bins	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.
12.	Exhaust fan	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.

13.	Ceiling fan	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.	3 Nos.
14.	Wall clock	1 No.	1 No.	1 No.	-	-	-
15.	Tube light 4'	3 Nos.	3 Nos.	3 Nos.	3 Nos.	4 Nos.	4 Nos.
16.	Energy saver tube lights	19 Nos.	19 Nos.	19 Nos.	19 Nos.	20 Nos.	20 Nos.
17.	Water cooler	1 No.	1 No.	-	-	1 No.	1 No.
18.	Toilet mugs	2 Nos.	2 Nos.	2 Nos.	2 Nos.	3 Nos.	3 Nos.
19.	P.V.C. water storage tank 1000 Ltr. Capacity with fittings etc. complete	2 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.
20.	I.C. cover	3 Nos.	3 Nos.	2 Nos.	1 Nos.	2 Nos.	2 Nos.
21.	G.T. cover	3 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.	2 Nos.


Sub Divisional Engineer PH-II
Chandigarh Housing Board
Chandigarh

**LIST OF P.H. & ELCTRICAL FIXTURES & FITTINGS FOR TOILET BLOCK IN
SECTOR 34 (UNDER RAMP NEAR SCO NO. 120-121).**

Sr. No.	Item	Fixtures in Toilet block in Sector 34 (Under Ramp Near SCO No. 120-121).
1.	W.H.B. with two nos. C.P. pillar tap, C.P. waste, C.P. Bottle trap & two no. C.P. Angle cock ½".	4 Nos.
2.	Range of four nos. stall type urinals with marble partitions, four nos. C.P. Angle cock with C.P. tube & nuts.	1 No. set
3.	C.P. hinged grating	3 Nos.
4.	OWC seat with china ware low level cistern complete	3 Nos.
5.	C.P. Bib cock ½	3 Nos.
6.	EWC seat china ware low level cistern, C.P. jet complete	1 Nos.
7.	Looking mirror	4 Nos.
8.	Exhaust fan	2 Nos.
9.	Tube light 4	4 Nos.
10.	P.V.C. water storage tank 1000 Ltr. Capacity with fittings etc. complete	2 Nos.
11.	I.C. cover	2 Nos.
12.	G.T. cover	2 Nos.


Sub Divisional Engineer PH-II
Chandigarh Housing Board
Chandigarh

EE-VI(PH)

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Abstract of Reserved License Fee

Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh)

Sr. No.	Location of Toilet Block	Reserved license fee (per month) to be paid to CHB
1	Running and maintenance of 1 No. Public Toilet Near Mukut Hospital in City Sub Centre, Sector 34, Chandigarh.	Rs.1,09,400/-
2.	Running and maintenance of 1 No. Public Toilets Near Healing Hospital in City Sub Centre, Sector 34, Chandigarh.	Rs.1,09,400/-
3.	Running and maintenance of 1 No Public Toilet (Under ramp) in City Sub Centre, Sector 34, Chandigarh.	Rs.12,900/-
4.	Running and maintenance of 1 No. Public Toilet at Motor Market in Sector 38 (West), Chandigarh	Rs.12,900/-
5.	Running and maintenance of 1 No. Public Toilet at Motor Market in Sector 48, Chandigarh.	Rs.12,900/-
6.	Running and maintenance of 1 No. Public Toilets Near market in City Sub Centre, Sector 34, Chandigarh..	Rs.2,22,400/-
7.	Running and maintenance of 1 No. Public Toilets Near Punjab State co. op. Bank in City Sub Centre, Sector 34, Chandigarh.	Rs.2,22,400/-
	TOTAL	Rs.7,02,300.00

Say Rs. 7,00,000.00

*** Note:**

The license fee shall be increased by 10% every subsequent year to be rounded off to next nearest hundred.

Executive Engineer-VI (PH)
Chandigarh Housing Board
Chandigarh

Sub Divisional Engineer PH-II
Chandigarh Housing Board
Chandigarh

EE-VI(PH)

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Financial Bid

Running and Maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh).

Sr No	Description	Amount of Reserved License fee (per month) to be paid by the agency to CHB (Excluding GST & any other Taxes/Cess).
1	2	3
1	Running and maintenance of 7 Nos. Public Toilets (Five in City Sub Centre, Sector 34, Chandigarh and One each at Motor Market in Sector-38 (West) & Sector-48, Chandigarh).	Rs.7,00,000.00
I/we will pay % (in figures) i.e. ^{(a)*} Percent (in words) ^{(b)*} (write above) on the total cost of Rs.7,00,000/- (Rs Seven lakh Only) per month (Excluding GST & any other Taxes/Cess). The quoted amount per month of the Tender comes out to be Rs. _____ (in figures) (Rs. _____ ^{(c)*} (in words) with my quoted Rates.		

Note:


1. For filling up the portion marked (a)* above the agency is to quote the percentage in figure and words. Percentage is to be quoted up to three digits after decimal.
2. For filling up the portion marked (b)* above, the agency is to quote only above.
3. For filling up the portion marked (c)* above the agency is to quote the amount in figures and words.
4. In case of any ambiguity or difference between the quoted percentage and amount, the amount worked out at '(c)' above will be considered as correct and the percentage will be considered accordingly.
5. The rates quoted by the agency less than the reserved License fee shall not be acceptable, summarily tender will be rejected.
6. The quoted license fee shall be increased by 10% every subsequent year to be rounded off to next nearest hundred.
7. License fee due shall be paid not later than the 10th 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. If the amount of unpaid license fee



exceeds the amount of license fee for ~~one~~ ^{two} months, the contract shall be cancelled & no compensation shall be paid to agency on this account.

8. In addition to the above quoted amount, GST & any other Tax/Cess applicable in respect of this contract shall be paid by the agency directly to the concerned authority and Chandigarh Housing Board will not entertain any claim whatsoever in respect of the same.


Dated

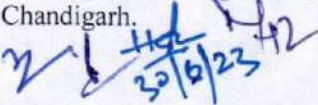
Signature of the Bidder (s)


Superintending Engineer-II
Chandigarh Housing Board,
Chandigarh. 68002


Executive Engineer-VI (PH),
Chandigarh Housing Board,
Chandigarh. 

This NIT containing 1-48 pages as per Index is hereby approved.


Chief Engineer,
Chandigarh Housing Board,
Chandigarh.


30/09/23