



**CHANDIGARH  
HOUSING BOARD**

A CHANDIGARH ADMINISTRATION UNDERTAKING

8 JAN MARG, SECTOR 9-D  
CHANDIGARH

**BID DOCUMENT  
FOR  
MAINTENANCE OF VRV HVAC  
SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD,  
CHANDIGARH**

Date of release / publishing of tender : 31 / 08 / 2023

Last Date of Submission of document (online): 11 / 09 / 2023 UP TO 3:00 PM

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

Tel: 0172-2511125



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# PART-I



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**CHANDIGARH HOUSING BOARD**

**TENDER NOTICE**

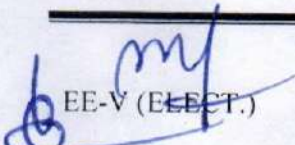
**Notice Inviting e-Tenders**

Executive Engineer- V (Elect) on behalf of the Chairman, Chandigarh Housing Board invites online Percentage Rate Tenders for the work **“MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH”** through e-Procurement process from the original equipment manufacturer (OEM) - **‘Diakin’** or their authorized channel partners/ service dealers having experience in **“MAINTENANCE OF VRV HVAC SYSTEM”**

**Estimated Cost:- Rs.21,67,435/- Earnest Money:- Rs.43,400/-, Period of Completion:- 537 Days.** Last date of submission of bid online is 11/09/2023, Last date of opening bid online is 11/09/2023.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgep>. Tel: 0172-2511125

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EE-V (ELECT.)



### Detail Regarding Tendering Process

Name of work	MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING CHANDIGARH HOUSING BOARD, CHANDIGARH	
Estimated cost	Rs. 21,67,435/-	
Period of Contact	537 days	
Name of the Employer	Chandigarh Housing Board	
Address of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	<a href="https://etenders.chd.nic.in/nicgep/app">https://etenders.chd.nic.in/nicgep/app</a>	
<b>Integrity Pact duly filled, signed &amp; stamped</b>	The bidder must upload the copy of Integrity Pact (Page 29-35 ) duly filled, signed & stamped in the presence of witness along with other bid documents on the web site.	
<b>Milestone Dates</b>		
Downloading of e-tender document	Start date:	31.08.2023
	End date:	11.09.2023 AT 3:00 PM
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	31.08.2023
	End date:	11.09.2023 AT 3:00 PM
Date of submission of e-tender	Start date:	31.08.2023
	End date:	11.09.2023 AT 3:00 PM
Opening of technical bid (Online)	11.09.2023 AT 3:30 PM	
Opening of price bid (Online)	To be intimated to all eligible Bidders separately	
Bid validity period	<b>Seventy Five (75) days</b> from the last day of receipt of Technical Bid.	
Earnest Money Deposit	The EMD required for placing the e-bid shall be <b>Rs. 43,400/-</b> to be submitted on line through e- tendering portal i.e. <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> .	



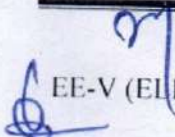
	<p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through <a href="https://etenders.chd.nic.in">https://etenders.chd.nic.in</a> portal</p> <p>The amount of EMD is refundable and adjustable.</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 Security	<p>The contractor, whose bid is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule E and within the period specified in Schedule F. 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 contractor fails to deposit the said performance guarantee within the period specified in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>



**LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS**

1.	Fee
	i) EMD
2.	Post Qualification /Technical
	i. Check List
	ii. Integrity Pact <b>Annexure-IV, IV-A</b> duly filled, signed & stamped in the presence of a witness
	iii. Form 'A' Letter of Transmittal as per attached Performa in Section-II.
	iv. Form 'B' Similar works during the last seven years
	v. Form 'C' Performance Report of works given in Form 'B'.
	vi. <b>Form 'D'</b> --Particulars of Firm/ Agency/ Company/ Individual
	vii. Certified copy of the power of attorney by the applicant in case of Non Consortium member as per <b>Annexure-II</b>
	viii. Affidavit as per <b>Annexure-I</b> 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 and acknowledgement of up to date filed return
	x. Copy of PAN
	xi. Certificate of registration with EPFO, ESIC
	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-V (Elect.) CHB.

  
EE-V (ELECT.)



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

S. No.	Description	Remarks
1.	Whether the Earnest Money as per the Tender Notice has been deposited as per tender notice?	Yes / No
2.	Whether the Integrity Pact duly filled, signed & stamped in the presence of a witness has been uploaded?	Yes / No
3.	Whether definite proof from appropriate authority of having satisfactorily completed similar works has been uploaded?	Yes / No
4.	Whether the Form 'A' Letter of Transmittal as per attached Performa in Section-II has been uploaded?	Yes / No
5.	Whether the Form 'B' – Details of similar works completed during last 7 years has been uploaded?	Yes / No
6.	Whether the Form 'C' – Performance Report of works referred to in Form-B has been uploaded?	Yes / No
7.	Whether the Form 'D'--Particulars of Firm/ Agency/ Company/ Individual has been uploaded?	Yes / No
8.	Whether the Affidavit as per Annexure-I have been uploaded?	Yes / No
9.	Whether the Power of Attorney as per Annexure-II has been uploaded?	Yes / No
10.	Whether any additional condition in tender has been quoted?	Yes / No
11.	Whether the Scanned copies of self attested documents related to E.M.D & other eligibility document has been uploaded along with the Bid?	Yes / No
12.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
13.	Whether the Copy of Certificate of Registration under GST or Undertaking as per Notice Inviting Tender has been uploaded?	Yes/ No
14.	Whether the Copy of PAN has been uploaded?	Yes / No
15.	Whether the Certificate of registration with EPFO and ESIC <del>labour license</del> has been uploaded?	Yes / No





**DECLARATION**

1. I/We \_\_\_\_\_ have carefully gone through all the conditions mentioned in the Bid Document and solemnly declare and affirm that I/we will abide by any penal action of CHB for disqualification or of black listing or determination of contract or any other action as deemed fit, taken by, the Department against me/us, in the event of any of the contents of our this application, the statements, documents, and certificates produced by me/us have been found/declared to be false/fabricated without any liability on CHB.
2. I/We hereby further declare that the Tender has been completed and submitted by us in the manner prescribed in the document and consider myself/ourselves eligible and in possession of all the documents required.
3. I/We hereby also declare that, I/We have not been blacklisted/ debarred/ Suspended/ demoted by any department of Chandigarh Administration or in of any state/Union Territory of the Republic of India for any reasons what so ever.

Date

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



**CHANDIGARH HOUSING BOARD  
NOTICE INVITING TENDER.**

1. Executive Engineer- V (Elect) on behalf of the Chairman, Chandigarh Housing Board invites online Percentage Rate Tenders for the following work through e-Procurement process from the original equipment manufacturer (OEM) 'Diakin' or their authorized channel partners/ service dealers having experience in 'MAINTENANCE OF VRV HVAC SYSTEM':-

Name of work and location.	Estimated cost put to Bid	Earnest Money	Period of completion	Last date & time of online 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.
MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH	Rs.21,67,435/-	Rs.43,400/-	537 Days	11.09.2023 AT 3:00 PM	11.09.2023 AT 3:30 PM

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

**Initial criteria for Eligibility for tender.**

1.2	Applicants who fulfill the following requirements shall only be eligible to apply.
a)	Bidders must have OEM-'Diakin' /authorization from OEM of machinery/equipments
b)	Should have experience and having full knowledge of operation and maintenance and skills in trouble shooting in the relevant category of work.
c)	Should have satisfactorily completed similar nature of works during the last seven years ending last day of the month before the one in which tender is invited.  Three similar works each costing not less than Rs.8.67 Lakh or two similar works each of costing not less than Rs.13.00 Lakh or one similar work of costing not less than Rs. 17.34 Lakh
	<b>Similar work shall mean</b> 'Experience in 'MAINTENANCE OF VRV HVAC SYSTEM' as an independent work <b>or</b> as a part of any composite work.
	Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

EE-V (ELECT.)



		The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of submission of bid.
	d)	<del>At the time of submission of bid, contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant &amp; Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA. (This condition is applicable for the work costing above one crore)</del>
	e)	Firm /Contractors, against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for post-qualification. <b>To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as per Annexure-I.</b>
	f)	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".
	Note	<b>All the documents shall be duly attested &amp; counter signed by the agencies.</b>
2.		Agreement shall be drawn with the successful Tenderer on the prescribed Format of CPWD Form 7/8, which is available for sale in the market. 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



3.	In this document the following words and expressions have the meaning hereby assigned to them: EMPLOYER means the Chairman, Chandigarh Housing Board, acting through the Executive Engineer. BIDDER/TENDERER/FIRM/AGENCY/CONTRACTOR/APPLICANT means the individual, proprietary firm, firm in partnership, limited company private or public or corporation or Joint Venture Company. "Year" means "Financial Year" unless stated otherwise. CHB/ Board means "Chandigarh Housing Board"
4.	The Site for the work is available.
5.	The time allowed for carrying out the work will be <b>537 Days</b> from the date of start as defined in Schedule 'F' of Financial Bid in Part-III of this document or from the first day of handing over of the site, whichever is later in accordance with the phasing, if any, indicated in the Tender Document.
6.	Earnest money amount will have to be deposited as mentioned in Detail Regarding Tendering Process in shape as prescribed.
7.	Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the Chandigarh Administration web site: <a href="http://etenders.chd.nic.in/nicgep">http://etenders.chd.nic.in/nicgep</a> . The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to "Earnest Money Deposit" and 'Eligibility Documents'. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.
8.	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) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
	e) 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-V(Elect.), CHB by the committee. i) <del>Pre-Bid Conference shall be held on the date mentioned in Detail Regarding Tendering Process in the CHB Board Room in Block-B, CHB Office Building Complex at 8 Jan Marg, Sector 9, Chandigarh.</del> ii) 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.		<p>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.</p> <p>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 Welfare Board and Programme chart (Time and Progress) within the period specified in Schedule F.</p>
10.		<p>The description of the work is as follows:</p> <p><b>MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH</b></p> <p>Copies of other drawings and documents pertaining to the works will be opened for inspection by the Tenderers at the office of the concerned EE of CHB. Tenderers are also advised to carefully inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. CHB will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost all materials, tools &amp; plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. if any are issued to him by the CHB and local conditions and other factors having a bearing on the execution of the work.</p>
11.		<p>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. <b>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.</b></p>
12.		<p>Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.</p>
13.		<p>The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate</p>




	quoted.
14.	The contractor shall not be permitted to bid for works in the CHB Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a 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 CHB. Any breach of this condition by the contractor would render him liable to be debarred in participating tender in CHB
15.	No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
16.	<p>The tenders for the work shall remain open for acceptance for a period of <b>Seventy Five (75) days</b> from the last date of receipt of Bids.</p> <p>i) If any bidder withdraws his bid or makes any modifications in the terms &amp; 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.</p> <p>ii) If any bidder withdraws his bid or makes any modifications in the terms &amp; 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.</p> <p>iii) In case of forfeiture of Earnest Money at prescribed in Para-i &amp; ii above, the bidder shall not be allowed to participate in the rebidding process of the same work.</p>
17.	This ' <b>Bid Document</b> ' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
a)	The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.



	b)	General condition of contract for Central PWD works 2020, tender form of CPWD 7/8 as amended from time to time issued up to the last date of receipt of tender or other Standard C.P.W.D. Form as applicable
18.		The intending bidders are required to update their profile in Chandigarh Administration e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (Phone no *0172-2511125,0172-2511172 e- mail Id *sanjeevkk@yahoo.com or NIC helpline no. 0120-4711508, 0120-4001002 for technical issue. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest
19.		In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
20.		The tenderer is liable to be blacklisted as per policy of Chandigarh Administration 2009 and the EMD will be forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates/online information 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. Further, if this contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
21.		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.
22.		All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
23.		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.
24.		Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
25.		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.
26.		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.
27.		If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
28.		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.
29.	The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
30.	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.
31.	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.
32.	The CHB reserves the right to accept or reject any Bid and to annul the post-qualification process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidders.

  
Executive Engineer V (Elect.)  
Chandigarh Housing Board  
Chandigarh





## PART-II

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

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## FORMS & ANNEXURE



Form-A

LETTER OF TRANSMITTAL

From:

To

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

**Sub: Submission of Bid for the work MAINTENANCE OF VRV  
HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, 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 post-  
qualification eligibility and have no further pertinent information to  
supply.
3. I / We submit the Following certificates in support of our suitability,  
technical know-how and capability for having successfully completed  
the following eligible similar works: -

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

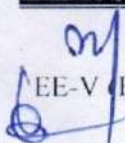
Certificate: -

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

Enclosures:

Seal of bidder  
Date of submission

SIGNATURE(S) OF BIDDER(S)

  
EE-V (ELECT.)



FORM 'B'

Details of Eligible Similar nature of works completed during the last seven years ending previous day of last date of submission of bid

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

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

SIGNATURE OF BIDDER(S)

EE-V (ELECT.)



FORM 'C'

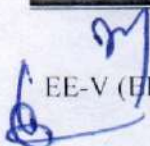
**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"**

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

Certified that M/s ..... has completed the above work with the structural system technology as per details mentioned above.

Dated:

Executive Engineer or Equivalent

  
EE-V (ELECT.)



**FORM 'D'**

**PARTICULARS OF FIRM/AGENCY/COMPANY/INDIVIDUAL**  
(To be submitted on their Letter Head)

Name of Firm/ Agency/ company/ Individual	
Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____
Name of Proprietor/Partners/Directors of the firm/Agency/company/Individual	
Experience of Proprietor/ Partners/ Directors of the firm/ Agency/ company/ Individual (in completed years)	
Specify whether OEM -'Diakin' or Authorized dealer/service provider	
Specify whether firm/ Agency/ company / Individual have ISO Certificate of 9001 or better quality certification. If yes, Signed and scanned copy of certificates in this regards to be submitted.	
Full address of the Registered Office City: District: State: PIN: Phone No:	
Full address of the Local/Branch Office in Tri city of Chandigarh City: District: State: PIN: Phone No:	
Email address	
Mobile No :	
Banker of Firm/Agency/company/ Individual	

  
EE-V (ELECT.)



MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH (BID DOCUMENT)

(Full Address)	
Branch Code	
Bank Account No.	
IFSC Code	
PAN No.	
GST No.	

Certified that the above information is true and factual.

Date

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

EE-V (ELECT.)



**PROFORMA OF REPORT:**

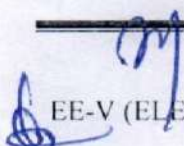
**PERIODICAL MAINTENANCE CARRIED OUT IN THE MONTH OF \_\_\_\_\_**

Name of work: **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH**

S. No	Service Activity as per Monthly/quarterly/half/yearly plan	Date on which actual activity carried out	Result of the activity	Remarks

Certified that we have carried out maintenance properly as per schedule of work and as per terms and condition of the agreement and testing/ drills etc. required during the period has been performed.

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

  
EE-V (ELECT.)





ANNEXURE-I

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

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

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

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

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent

VERIFICATION:

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

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Authorized Signatory of  
firm/Deponent



**ANNEXURE-II**

**FORMAT FOR POWER OF ATTORNEY- by all individual Applicants**

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

Dated: \_\_\_\_\_

**To whomsoever it may Concern**

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

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

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

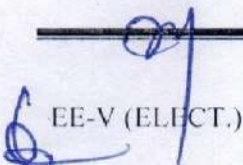
(Name, Title and Address of the Attorney) \_\_\_\_\_

**Notes:**

To be executed by the Applicant

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

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

 EE-V (ELECT.)



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 \_\_\_\_\_ (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 \_\_\_\_\_ (name of work) \_\_\_\_\_. 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 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

**Integrity Pact**

To,

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

Sub: Submission of Tender for the work **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING CHANDIGARH HOUSING BOARD, CHANDIGARH**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)



ANNEXURE-IV -A

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

**INTEGRITY PACT**

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

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

**BETWEEN**

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

**AND**

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

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

**Preamble**

WHEREAS the Principal has floated the tender (NIT No. .... ) (hereinafter referred to as Tender) and intends to award, under laid down organizational procedure, contract for (Name of work) **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH** hereinafter referred to as the "Contract".

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

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

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

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

**Articles**

**Article 1: Commitment of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

EE-V (ELECT.)



- (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)/Contractor(s)**

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent



on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (f) ~~Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.~~
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

### Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of Earnest Money Deposit Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the





Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.

#### **Article 6- Duration of the Pact**

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

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

#### **Article 7- Other Provisions**

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.



4. Should one of several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- ~~5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.~~
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
8. ~~If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.~~

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

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



~~relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.~~

~~9. The word IEM or monitor would include both singular and plural.~~

**Article 9- Legal and Prior Rights**

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal)

(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

  
Executive Engineer -V  
Electrical Division,  
C.H.B. Chandigarh

  
Anand Gupta  
HDM, CHB



**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 **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH** on terms and conditions set out interalia in contract/Award No. \_\_\_\_\_ valued at Rs. \_\_\_\_\_ only)

And whereas the above mentioned contract provides for **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH** as per terms & conditions of the contract.

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

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

Name  
Designation

WITNESS:

- 1.
- 2.

EE-V (ELECT.)



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# PART-III

## FINANCIAL BID

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





### INSTRUCTIONS FOR CONTRACTORS

1. Tender to be witnessed at page No.40-46 of Tender Documents.
2. The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
3. In Schedule - 'A' appended to the Tender Documents, the %age rate must be filled both in words and figures. Accordingly, the overall quoted amount of the tender should be worked out.
4. The contractor(s) shall quote the rates keeping in mind, 'General condition of contract Construction works 2020' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.
5. The contractor(s) shall quote the rates keeping in mind, all taxes, GST etc. etc.
6. It may be noted that in the present contract 10CC is not applicable.



# PART- A

CPWD FORM- 7 including Schedule A to F



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

**CHANDIGARH HOUSING BOARD**

STATE	U.T. ,Chandigarh	CIRCLE	II
BRANCH	Civil	DIVISION	V(Elect.), CHB
ZONE	Chandigarh	SUB DIVISION	Elect. I

**PERCENTAGE/ ITEM RATE TENDER & CONTRACTS FOR WORKS**

A Tender for the work **MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH**

- i. To be opened in presence of tenderers who may be present at \_\_\_\_\_ Hours on \_\_\_\_\_ **2023** in the office of Executive Engineer-V (Elect.), Chandigarh Housing Board, Chandigarh.

Downloaded by \_\_\_\_\_ (contractor)


**TENDER**

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

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

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

A sum of **Rs. 43,400/-** is hereby deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through [https:// etenders.chd.nic.in](https://etenders.chd.nic.in) portal. A copy of UTR No/ Transaction slip is scanned & uploaded. If I/we, fail furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely, otherwise the said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be

  
EE-V (ELECT.)





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

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

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

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

Signature of the contractor

Postal Address

Dated \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_



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**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



### PROFORMA OF SCHEDULES

#### SCHEDULE "A"

Schedule of Quantities for Work (Enclosed) which starts at page 47-51

#### SCHEDULE "D"

Extra schedule for specific requirements/documents for the work if any	Nil
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#### SCHEDULE "E"

Reference to General condition of contract Construction works 2020 with amendments upto date

i)	Name of Work	<b>MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH</b>
ii)	Estimated cost of Work	<b>Rs. 21,67,435/-</b>
iii)	Earnest Money	<b>Rs. 43,400/-</b>
iv)	Performance Guarantee	5% of the tendered value
v)	Security Deposit	2.5% of tendered value

#### SCHEDULE "F"

<b>Reference to General Conditions of Contract</b>	General condition of contract Construction works 2020 with latest amendments
<b>GENERAL RULES AND DIRECTIONS</b>	
Officers inviting tender :-	Executive Engineer-V(Elect.), Chandigarh Housing Board, Chandigarh.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2, 12.3 & 12.5	Refer Clause-12.
Definitions	
2(v) Engineer-in charge	Executive Engineer-V(Elect.), Chandigarh-Housing Board, Chandigarh.
2(viii) Accepting Authority	Chandigarh Housing Board, Chandigarh.
2(x) Percentage on cost of materials and labour to cover all overheads and profit	7.5% CP & 7.5 % OH.
2(xi) Standard Schedule of Rates	Market rates
2(xii) Department	Chandigarh Housing Board, Chandigarh
2(xiii) Specifications	Latest CPWD Specifications (HVAC). CPWD General specifications for Electrical Works and as specified in Tender



MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH (BID DOCUMENT)

	Document
9(ii) Standard CPWD Contract form	CPWD form 7 as modified & corrected up to last date of receipt of tender.
<b>Clause 1</b>	
i) Time allowed for submission of Performance Guarantee , programme chart (Time and progress ) and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance	7 Days
ii) Maximum allowable extension beyond the period provided in 'i.' above Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above .....	15 days
<b>Clause 2</b>	
Authority for fixing compensation under clause-2	Superintending Engineer, CHB
<b>Clause 5</b>	
Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days
<b>Mile stone(s) as per table given at Page No:52</b>	
Time allowed for execution of work	17 Months (537 Days)
<b>Authority to decide:</b>	
(i) Extension of time	Superintending Engineer
(ii) Rescheduling of mile stones	Superintending Engineer
(iii) Shifting of date of start in case of delay in handing over of site	Superintending Engineer
<b>Clause 5 Schedule of handing over of site</b>	
<b>Description</b>	<b>Time Period for handing over reckoned from date of issue of letter of intent.</b>
Complete Site	15 Days
<b>Clause 7</b>	
Gross work to be done together with net payment/ adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	Rs.1.00 Lakh subject to one payment per month. (However bill of lesser amount may be paid as per discretion of EIC)
<b>Clause 7A</b>	



MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH (BID DOCUMENT)

Whether Clause 7A shall be applicable.	Yes, Applicable
<b>Clause 8A</b>	
Authority to decide compensation on account, if Contractor fails to submit completion plans.	Executive Engineer
<b>Clause 10 A</b>	
List of testing equipments to be provided by the contractor at site lab.	<b>Not applicable</b>
Clause 10 B (ii)	
Whether Clause 10 B (ii) shall be Applicable	Not applicable,
Clause 10 C Component of labour expressed as percent of value of work	Not applicable,
Clause 10 CC	Not applicable,
<b>Clause 11</b>	
Specification to be followed for execution of work.	Latest CPWD Specifications with correction slips upto date.
<b>Clause 12</b>	
Authority to decide deviation upto 1.5 times of tendered amount.	<b>Tender Approving authority.</b>
The deviation limit for construction work	<del>100% for all the items</del> <b>NO LIMIT</b>
<b>Clause 16</b>	
Competent authority for deciding reduced rates.	Superintending Engineer, CHB
<b>Clause 18</b>	
List of mandatory machinery, Tools & Plants to be deployed by the contractor at site	All Electrical Tool & Plants, Safety equipments, ladder, Crimping tool kit etc.,
<b>Note: The above listed T&amp;P can be modified as per site requirement and direction of Engineer-in-Charge.</b>	
<b>Clause 19</b>	
Clause 19 C	Rs.1000/- penalty for each default.
Clause 19 D	Rs.1000/- penalty for each default.
Clause 19 G	Rs.1000/- penalty for each default.
Clause 19 K	Rs.1000/- penalty for each default.



MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH (BID DOCUMENT)

<b>Clause 25</b>		
Settlement of Dispute by Conciliation and Arbitration :		CEO, CHB (Conciliator)
<b>Clause 32</b>		
Requirement of technical representative(s) and recovery rates		Not applicable
Clause 34(i)		
Extent of GST payable by Contractor for Building Construction works.	and	GST 18% Applicable. Any Increase/ decrease in the rate of GST as on the last date/ extended date of submission of tender will be adjusted accordingly
<b>Clause 38</b>		
Theoretical consumption of Material		Not Applicable



ABSTRACT OF COST

Name of Work: - MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE  
BUILDING OF CHANDIGARH HOUSING BOARD,  
CHANDIGARH

Sr. No.	Description	Amount
1.	<b>Maintenance for the following HVAC VRV System of Daikin-make (for period of 17 months):</b>	Rs.14,49,653/-
	Variable refrigerant volume/flow modular type air-conditioning system suitable to operate from 410+10% volt, 50 Hz, 3 phase AC power supply for cooling & heating by using inverter driven capacity control compressors (Twin Rotary / Hermetically sealed scroll type) as per detailed specifications on rate contract. The following services shall be covered under the maintenance contract.	
	<b>Scope of Work</b>	
	Seven routine services (5 Dry & 2 Wet)	
	Immediate attendance of break down, if any	
2	<b>Maintenance for the following items of HVAC VRV System other than Daikin-make (for period of 17 months):</b>	Rs.7,17,782/-
	<b>Scope of Work</b>	
	Checking of all equipments for proper function once every month	
	Immediate attendance of break down	
	<b>Total</b>	<b>Rs.21,67,435/-</b>

**SCHEDULE OF QUANTITIES FOR WORK: MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH**

S.No.	Description of items	Qty	Unit	Rate	Amount (Rs.)	Sub Total
1	<b>Maintenance for the following HVAC VRV System of Diakin-Make (for period of 17 months):</b> Variable refrigerant volume/flow modular type air-conditioning system suitable to operate from 410+10% volt, 50 Hz, 3 phase AC power supply for cooling & heating by using inverter driven capacity control compressors (Twin Rotary / Hermetically sealed scroll type) as per detailed specifications on rate contract. The following services shall be covered under the maintenance contract.					14,49,653.00
	<b>Scope of Work</b>					
	Seven routine services (5 Dry & 2 Wet)					
	Immediate attendance of break down, if any					
1.1	22 HP	1	No.	62,859.00	62,859.00	
1.2	36 HP	2	Nos.	98,796.00	1,97,592.00	
1.3	32 HP	1	No.	90,600.00	90,600.00	
1.4	46 HP	1	No.	1,18,519.00	1,18,519.00	
1.5	10 HP	1	No.	30,090.00	30,090.00	
1.6	48 HP	2	Nos.	1,19,357.00	2,38,714.00	
1.7	52 HP	2	No.	1,26,543.00	2,53,086.00	
1.8	50 HP	1	No.	1,20,690.00	1,20,690.00	
1.10	42 HP	3	Nos.	1,12,501.00	3,37,503.00	



S.No.	Description of items	Qty	Unit	Rate	Amount (Rs.)	Sub Total
2	Maintenance for the following items of HVAC VRV System other than Diakin-Make (for period of 17 months):					7,17,782.00
	Scope of Work					
	Checking of all equipments for proper function once every month					
	Immediate attendance of break down					
2.1	FLOOR MOUNTED DX AHU UNIT WITH MIXING BOX					
2.1.1	4500 CFM ,8.0 TR -65 mm Static	4	Nos.	10,856.00	43,424.00	
2.1.2.	4500 CFM ,9.0 TR -65 mm Static	7	Nos.	10,856.00	75,992.00	
2.1.3	5500 CFM ,11.0 TR -65 mm Static	1	No.	13,334.00	13,334.00	
2.1.4	7000 CFM ,13.0 TR -65 mm Static	1	No.	15,045.00	15,045.00	
2.1.5	7500 CFM ,15 TR -65 mm Static	1	No.	15,045.00	15,045.00	
2.2	HEAT RECOVERY WHEEL WITH DX COIL Max. cooling coil load-93.0TR					
	Supply air : 19000 CFM , Exhaust air : 13500 CFM	1	No.	23,423.00	23,423.00	
2.3	AIR WASHER UNITS					
	9000 CFM (For Kitchen fresh air)-45 mm WC static pressure	1	No.	16,756.00	16,756.00	
2.4	Tube/vane axial flow type Supply Air Fan of suitable capacity with powder coated MS/GSS casing and aluminium alloy impellers					
2.4.1	7000 CFM-25mm static	4	Nos.	5,900.00	23,600.00	
2.4.2	2000CFM-25mm static	1	No.	4,177.00	4,177.00	

S.No.	Description of items	Qty	Unit	Rate	Amount (Rs.)	Sub Total
2.5	Tube/Vane axial flow type Exhaust Air Fan of suitable capacity with powder coated MS/ GSS casing and aluminium alloy impellers					
2.5.1	8000CFM 25mm Static	2 Nos.	Each	6,667.00	13,334.00	
2.5.2	7000CFM 25mm Static	6 Nos.	Each	6,667.00	40,002.00	
2.5.3	2000CFM 25mm Static	1 No.	Each	4,189.00	4,189.00	
2.6	Smoke exhaust Axial Fan unit for Upper Floors-Exhaust in case of Fire					
	Tube/ Vane axial flow type exhaust air fan					
2.6.1	8000 CFM-20mm static	1 No.	Each	8,378.00	8,378.00	
2.6.2	6500 CFM-20mm Static	2 Nos.	Each	6,667.00	13,334.00	
2.6.3	6000 CFM-20mm Static	2 Nos.	Each	6,667.00	13,334.00	
2.6.4	4500 CFM-20mm Static	8 Nos.	Each	4,189.00	33,512.00	
2.6.5	4000 CFM-20mm Static	2 Nos.	Each	4,189.00	8,378.00	
2.7	Axial Fan for Fresh Air for Upper Floors in case of Fire					
	Ceiling hang tube / vane axial flow type supply air fan .					
2.7.1	10000 CFM-20mm static	2 Nos.	Each	8,378.00	16,756.00	
2.7.2	6500 CFM-20mm Static	2 Nos.	Each	6,667.00	13,334.00	
2.7.3	4500 CFM-20mm Static	8 Nos.	Each	4,189.00	33,512.00	
2.7.4	4000 CFM-20mm Static	2 Nos.	Each	4,189.00	8,378.00	
2.8	DRY SCRUBBER UNIT					
	11500 CFM (For Kitchen Exhaust)-85mm Static	1 No.	Each	21,712.00	21,712.00	
2.9	Pressurization Air Axial Fan unit					
	Ceiling hang /Floor Mounted Axial flow fan					

MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF  
CHANDIGARH HOUSING BOARD, CHANDIGARH (BID DOCUMENT)

S.No.	Description of items	Qty	Unit	Rate	Amount (Rs.)	Sub Total
2.9.1	9500 CFM-30mm static	5 Nos.	Each	8,378.00	41,890.00	
2.9.2	20000 CFM-30mm static	1 No.	Each	10,030.00	10,030.00	
2.10	HVAC MAIN OUTDOOR PANEL-1 (TERRACE)	1 No.	Each	21,830.00	21,830.00	
2.11	HVAC MAIN OUTDOOR PANEL-2 (TERRACE)	1 No.	Each	21,830.00	21,830.00	
2.12	PRESSURIZATION PANEL (TERRACE FLOOR) OUTDOOR TYPE	1 No.	Each	11,682.00	11,682.00	
2.13	HRW PANEL	1 No.	Each	10,030.00	10,030.00	
2.14	AHU PANEL (GROUND TO SECOND FLOOR)	1 No.	Each	11,682.00	11,682.00	
2.15	AHU PANEL (THIRD AND SIXTH FLOOR)	1 No.	Each	16,225.00	16,225.00	
2.16	Smoke Extraction Panel	7 Nos	Each	11,682.00	81,774.00	
2.17	VENTILATION PANEL (UPPER BASEMENT)	1 No.	Each	15,930.00	15,930.00	
2.18	Ventilation panel (Lower Basement)	1 No.	Each	15,930.00	15,930.00	
	<b>Total</b>				<b>21,67,435.00</b>	

Executive Engineer (Elect.)  
Chandigarh Housing Board  
Chandigarh

EE-V (Elect.)



**Mile stone Programmer**

(In Physical Terms/Financial Terms)

S. No.	Description of Milestone (Physical)	Time allowed in Days (from date of start)	Amount to be withheld in case on Non-achievement of respective milestone.

-Not applicable-



# Part B

**I - GENERAL / SPECIFIC CONDITIONS,  
SPECIFICATIONS**

**II - FINANCIAL BID FOR QUOTING RATES**



**General/Specific Conditions for Major and Minor Component of work as applicable.**

**Note:** The order of preference in case of any discrepancy may be read as the following: -

- a. Nomenclature of items as per schedule of quantities.
- b. Particular specification and special condition, if any.
- c. CPWD specifications.
- d. Architectural Drawings.
- e. Indian standard specifications of B.I.S.
- f. Sound Engineering Practice.
- g. GCC.
- h. CPWD Manual.

**1.0 GENERAL: -**

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the "CPWD Specifications (**Refer Para 2 (xiii) of Schedule A-F** at Page **No. 43** and as per instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes/ Specifications shall be followed and the rates should be all inclusive.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.
- 1.3 The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 1.4 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
- 1.5 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.6 **Samples including brand/ quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.**
- 1.7 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.8 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.9 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards ~~day and night, speed limit boards, red flags, red lights~~ and providing barriers. He shall be responsible for all damages and accidents



- caused due to negligence on his part. Contractor shall ensure that no hindrances shall be caused to traffic during the execution of the work.
- 1.10 **The contractor shall take instructions from the 'Engineer-in-Charge regarding collection and stacking of materials at any place. ~~No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.~~**
- 1.11 **The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.**
- 1.12 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.13 **The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.**
- 1.14 All material shall only be brought at site as per program finalized with the Engineer-in-Charge.
- 1.15 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.16 The contractor shall be responsible for the watch and ward / guard of the, buildings, safety of all fittings and fixtures including sanitary and water supply fillings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.
- 1.17 ~~For construction works which are likely to generate malba / rubbish contractor shall dispose of malba (after segregation in to 5 streams i.e. concrete bricks and mortar, soil, steel, wood & plastic) at waste processing plants presently located AT Industry area Phase-I, Chandigarh or any other designated location, either with their own conveyance or by requesting machinery from MCC. (at Toll free No. 0172-2787200) by paying requisite charges as per C&D waste Management Policy 2022 of Chandigarh Administration.~~
- 1.18 ~~Contractor shall use processed material as well as its by products casted from C&D waste for their works allotted to contractor. However, in case of non availability of processed material at C&D plants, non-availability certificate~~



~~will be obtained by the contractor before resorting to purchase of material from open market.~~

- 1.19 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.20 The rates for all items of work shall unless clearly specified, include the cost of labour, materials and other inputs involved in the execution of the items.
- 1.21 The contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of 'Goods & Services Tax Act 2017' as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.22 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.
- 1.23 Justified amount (X) shall be worked out by the Board at the time of award of work while analyzing the bids received. The allotment amount (excluding escalation) (Y) shall be at a %age  $O = (Y-X)/X$  above or below the said justified amount which will be called 'original %age above or below' as the case is.

Revised justified amt (X'), on the same parameters as worked out at the time of award of work, shall be worked out at the time of every bill with the actual quantities. The actual amount of work (excluding escalation) (Y') at the time of every Bill shall be at a %age  $A = (Y'-X')/X'$  above or below the said revised justified amount which will be called "actual %age above or below" as the case is.

Suitable reduction will be made in the running/final bill, in case the "actual %age" (A) exceeds the "original %age" (O) so that the "actual % age remains at par or with in the "original %age".

- 1.24 In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of Earnest Money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE of the zone EE(s) in-charge





of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

- 1.25 The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.26 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.
- 1.27 The quantities of various items ~~and the number of houses~~ can be increased or decreased at any stage unless and otherwise specified. No claim on account of such changes will be entertained. ~~However the payment to the contractor under running/final bills shall be governed by actual quantities of the various items executed at site at the rate prescribed in the DNIT plus or minus quoted percentage by the agency.~~
- 1.28 The contractor shall quote his / their rate as a percentage above or below for all the items shown in the Schedule of approximate quantities. The quantities shown in the Schedule of quantity are given as a guide and are approximate only and are subject to variation according to requirement of maintenance work in CHB. The CHB does not guarantee to execute each item of the Schedule, hence no claim whatsoever will be entertained on quoted percentage above or below the estimated amount put to tender.
- 1.29 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 or local authority for violation by the contractor or sub-contractor engaged on the work.
- 1.30 The work during its progress and subsequently at any stage can also be inspected by the Chief Vigilance Officer/Chief Technical Examiner on behalf of the Engineer-in-Charge and agency shall be responsible for compliance of the observation raised by Chief Vigilance Officer/Chief Technical Engineer and including any recoveries proposed thereof.
- 1.31 The work during its progress and subsequently at any stage shall be open for Inspection by Third Party/Quality Assurance Independent Agency appointed by CHB for Technical Examination/Audit on behalf of Engineer-In Charge



and agency shall be responsible for compliance of the observation raised by it and including any compliance /recovery proposed thereof. In case of non compliance in 15 days further payment would be stopped.

1.32 **Supply of Water and Electric Power:** Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost for obtaining supply of water and/or electrical power, necessary for the execution of the works and during defect liability period. If the agency arranges temporary water connection from MC, Chandigarh for construction purpose, the recovery of water charges shall be made as per Chandigarh Gazette notification issued on 28 September 2006. If the contractual agency arranges water through water tanker from MC, Chandigarh in case of non-availability of water supply lines at the site by the MC, then he will produce bill/payment receipt of water charges and such no water charges will be deducted provided the agency submit no objection certificate from the MC, Chandigarh in this regard. Further, it is clarified that if, receipts of water charges submitted are less than 1.5%, then the recovery of 1.5% will be made after adjusting the amount of receipt. If the contractual agency uses the water from the public stand post, through private tanker or any of the existing sources, panel rate recovery shall be made from the running bills/final bill. In the event the CHB is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Competent Authority. Presently the water charges @ 1.5% of the project cost which shall be deducted from bills of the agency instead of 1% as defined in Clause-31A (i) GCC. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor. The decision of CHB on such cost shall be final and binding. Before the release of security, the contractor will submit no due certificate from Electricity department.

1.33 **Unauthorized occupation:** It shall be the responsibility of the contractor to see that the building site under construction is not occupied by anybody unauthorized during construction, or afterwards till it is handed over to the Engineer-in-charge with vacant possession of complete building site. If such building site through completed is occupied illegally, then the Engineer-in-charge shall have the option to refuse to accept the said building/building site in that position. Any delay in acceptance on this account will be treated as the delay in completion of work and for such delay a levy up to ½ % of tendered value of work per week, may be imposed by the Chief Engineer, whose decision shall be final and binding both with regard to the justification and quantum and be binding on the contractor. This decision of Chief Engineer will not be open to any arbitration/ litigation. However, the Chief Engineer,



- through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.
- 1.34 In addition to the conditions laid down in the 'General 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 Electricity department.
- 1.35 Deduction on account of Income Tax shall be made at the rate prescribed by law from the gross payment due to the contractor in accordance with section 194 C of Income Tax Act 1961, in force.
- 1.36 For the materials other than mentioned in the list of the approved makes in this Document, preference will be given to the ISI marked materials.
- 1.37 The items for which more than one Make/Brand has been specified in the list of 'Approved Makes' in the document and if during execution of the work, for some reason or the other, it is found that only one make remains available in the market, the Chief Engineer, CHB shall be competent to approve other makes of equivalent quality for such items of work. His decision in this regard shall be final & binding on the part of the contractor.
- 1.38 The rates should be inclusive of cost of material, machinery, fuel, lubricant & labour complete and shall be firm and nothing extra shall be payable over and above.
- 1.39 Nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.
- 1.40 The claims in bills regarding wages/ salary, Employees state Insurance, Provident Fund, EDLI etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of CHB.
- 1.41 The executing agency shall maintain all statutory registers under the applicable law. The executing agency shall produce the same, on demand, to the concerned authority of Chandigarh housing Board or any other authority under law.
- 1.42 In case, the executing agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigarh Housing Board is put to any loss/obligation, monetary or otherwise, the Chandigarh Housing Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 1.43 All T&P required for the labour will have to be arranged by the agency.



- 1.44 Any material left at the site one month after completion of work shall become the property of the department and no payment shall be made to the contractor for the material.
- 1.45 No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
- 1.46 The test certificate from Factory/Test Lab will be supplied by the agency along with each consignment of material for work. The department has every right to collect the sample from the site of manufacturing and same can be got tested from the reputed/Govt. Test Laboratories at any time.
- 1.47 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. ~~The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.~~
- 1.48 The Contractor shall demonstrate trouble free functioning of all the ~~Civil, Public Health, Electrical Works~~ and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various the ~~Civil, Public Health, Electrical Works~~ and services. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.
- 1.49 ~~Refund of 80% PG or quantum as intimated from time to time, on substantial completion of work will be allowed. However, in case of contracts involving maintenance of building and services/ any other work after construction of same building and services/ other work, then 50% of Performance Guarantee shall be returned to the contractor, without any interest after recording the Provisional Completion certificate.~~
- 1.50 ~~The cost of allied petty works i.e. laying of pipes, conduits, trays, cables, junction boxes required to made the system functional shall be included in the quoted price of the work.~~
- 1.51 Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents (Page 29-35), affix his signature in the presence of a witness, and upload the same while submitting online bids for all works of estimated cost put to tender equal or more than the threshold value given in Schedule-F.

**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 applicants in the Financial Bid should be inclusive of GST and all other **taxes/levies and Cess as per Building & other construction Workers Welfare Cess ACT 1996 as extended to Chandigarh vide notification dated 17.09.2009.** Nothing extra on this account shall be paid.



- ii. All lifts & all heights, floors including terrace, leads and depths.
- iii. All labour, material, tools and plants and other inputs involved in the execution of the item.
- iv. Any of the conditions and specifications mentioned in the tender documents.
- v. Performance test of the entire installation(s) before the work is finally accepted.
- vi. All incidental charges for cartage, storage and safe custody of materials brought to site.

### 3.0 **SECURITY**

- 3.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- 3.2 The contract is confidential and must be strictly confirmed to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 3.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work/works or the earlier determination of the contract.

### 4.0 **Special Conditions**

- 4.1 The work shall be done as per standard manual of respective OEM of Air Conditioner '**Diakin**', as per CPWD specifications.
- 4.2 The maintenance of the Air Conditioners shall be carried out through respective Original Equipment Manufacturer (OEM)- '**Diakin**' /authorization from OEM of machinery/equipments only.
- 4.3 The contract cost is exclusive of all the spare parts required to replaced as required to maintain the Air Conditioners in working orders at all times. The agency will submit the estimate of any part, which shall require to be replaced during the maintenance contract with details and shall be replaced within 24Hrs after approval, the payment of the same, shall be released immediately after execution.
- 4.4 The defective parts shall be replaced with same make & Model or as approved by the Engineer-in charge as per requirement.
- 4.5 The contractor shall promptly identify and repair any gas leakage in the VRV AC systems covered under this AMC. This includes thorough inspection, utilization of gas-leak detection equipment and employing industry best practices.
- 4.6 Every callbacks during office hours (08.00 am to 08.00 pm) may be attended by the contractor promptly.



- 4.7 The contractor has to ensure that the complaints be attended within 24 Hrs failing which a penalty @Rs.1000/- shall be imposed per day.
- 4.8 Only authorized persons of the contractor shall be allowed in the premises for carrying out the maintenance work.
- 4.9 The contractor shall be responsible for any accident occurring during the period, the maintenance or any other work is being attended by the contractor on the Air Conditioners.
- 4.10 The contractor shall be responsible for any damage caused to the equipment/building during the execution of the maintenance work.
- 4.11 The contractor should be registered with the manufacturers for undertaking AMC works of Air Conditioners
- 4.12 Only DIAKIN original spare parts with authentication shall be allowed to used in Outdoor and Indoor Units.
- 4.13 The services of the Indoor and outdoor units shall be strictly done in time as per the agreement. The agency shall submit the schedule of services, which shall be carried out during the contract.
- 4.14 The services shall be carried out preferably on holidays, Saturday's and Sunday's.
- 4.15 Engaged supervisors /engineers/ technicians shall have ability to read HVAC VRV systems drawings, understand the requirement & provide trouble free maintenance.
- 4.16 After attending to breakdowns, the unit / system shall be closely observed / monitored next day and parameters shall be checked & recorded
- 4.17 If any important activities like seminars / lectures / meetings / interviews are planned in the CHB, concerned AC system has to be inspected and normal functioning of AC system is to be ensured
- 4.18 The AHUs, Heat Recovery Wheel Unit, Air Washer Unit, Dry Scrubber Unit and all Fans of Forced Ventilation system shall be inspected and serviced every month for their proper working.
- 4.19 Automatic working of Forced Ventilation is not in the scope of work of this AMC. Any fault in automation of Forced Ventilation shall be reported to the department during monthly testing.
- 4.20 The checking of AHUs shall included cleaning of all filters; any water leaks in the coil, Tightness of hose, fittings, Checking and cleaning of drain pipes.
- 4.21 Any condensation/ water flooding in the system be checked and plugged immediately.
- 4.22 The AHUs shall be checked regularly for the performance which includes no abnormal vibration, any loose connection, bolts be rectified immediately.
- 4.23 The entire thermostat, pressure gauges be also checked for their proper functioning.



- 4.24 All electrical panels shall be checked every month for proper functioning and any loose connections, the bus bars, switchgear connections shall be tightened.
- 4.25 The scope of work mentioned in the document is not limited to the extent, rather the contract covers all the labour/activity involved for smooth functioning of HVAC and Ventilation system in the building.
- 4.26 The payment for any defective parts, which shall be required to be replaced during contract, shall be made separately. However, the labour cost involved in replacement of parts, if any is inclusive in this contract. No labour cost shall be payable extra for replacement of parts.
- 4.27 The Technicians deployed by the agency have to ensure that the trap doors/walls/Floor should not be spoiled while servicing of the Indoor Units. Any repair/repainting if involved due to negligence shall have to borne by the agency to make the same in good condition.
- 4.28 Any leakages in allied duct work or pipes shall also be got checked and plugged whenever required.
- 4.29 The ventilation systems should be run on all floors on holidays once a month to ensure their full workability.



**FINANCIAL BID**

Part	Description	Amount
1	MAINTENANCE OF VRV HVAC SYSTEM IN OFFICE BUILDING OF CHANDIGARH HOUSING BOARD, CHANDIGARH (DNIT Amount)	Rs. 21,67,435/-
<p>I/we will charge ..... % (in figures) i.e ..... <sup>(a)*</sup> percent (in words) ..... <sup>(b)*</sup> (write above or below) on the total Composite cost of Rs.21,67,435/- (Rs.Twenty One Lakh Sixty Seven Thousand Four Hundred Thirty Five only). The overall amount of the Tender comes out to be Rs. _____ (in figures) (Rs. _____ <sup>(c)*</sup> (in words) with my quoted Rates.</p>		
* 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 <b>either above or below</b>	
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.	
	Dated	Signature of the Bidder (s)

Superintending Engineer-II  
Chandigarh Housing Board  
Chandigarh

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

This NIT containing 64 pages as per Index amounting Rs.21,67,435/- (Rs. Twenty One Lakh Sixty Seven Thousand Four Hundred Thirty Five only) is hereby approved.

Chief Engineer  
Chandigarh Housing Board  
Chandigarh