

BID DOCUMENT

PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 MONTHS) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH

Last Date of Submission of tender (on-line): 2.02.2024 upto 3:00 PM

Website: <http://chandigarh.gov.co.in>

Tel: 0172-2511125

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PART-I

CHANDIGARH HOUSING BOARD

TERDER NOTICE

Notice Inviting e-Tenders

Executive Engineer-V (Elect.) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites sealed Item rate bids through e-Procurement process from any reputed service provider Firm/Agency/Vendor/Contractor/Original Equipment Manufacturers (OEM) or their authorized distributors/dealers having experience of providing photocopier machines on rental basis in any Central/ State Government department /Ministries/ Boards/Corporations/PSUs/Banks/reputed Pvt. Banks & offices etc., for the work '**Providing 06 Nos Photocopier Machines on Monthly Rental Basis for a Period of 3 Years (36 Months) in Chandigarh Housing Board, Sector 9, Chandigarh**'.

Estimated Cost:- Rs.11,39,184/- Earnest Money:- Rs.22,800/-, Period of Completion:- 36 Months, Last date of submission of bid is 2/02/2024 & date of opening of bid is 2/02/2024

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

Executive Engineer-V(Elect.)
for & on behalf of Chairman
Chandigarh Housing Board,
Chandigarh

Detail Regarding Tendering Process

Name of work	PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH	
Estimated composite cost	Rs.11,39,184/-	
Period of completion	36 Months	
Name of the Employer	Chandigarh Housing Board	
Adress of the Employer	Sector 9 D, Chandigarh	
Mode	E-Tendering	
Website	https://etenders.chd.nic.in/nicgep/app	
Integrity Pact duly filled, signed & stamped	The bidder must upload the copy of Integrity Pact duly filled, signed & stamped in the presence of witness along with other bid documents on the web site.	
Milestone Dates		
Downloading of e-tender document	Start date:	25-01-24
	End date:	2-02-24
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	25-01-24
	End date:	2-02-24
Date of submission of e-tender	Start date:	25-01-24
	End date:	2-02-24 UP TO 3:00 PM
Opening of technical bid (Online)	2-02-24 AT 3:30 PM	
Opening of price bid (Online)	To be intimated separately to all qualified bidders	
Bid validity period	75 Days	
Earnest Money Deposit	Earnest money Deposit of Rs.22,800/- may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal. Bidder can submit their bid only after depositing Earnest money Deposit online. The amount of Earnest money Deposit is refundable and adjustable. The Earnest money Deposit shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it	

	<p>is not forfeited. 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 Five percentage of the tendered amount within the period of 7 days. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.</p> <p>Maximum allowable extension beyond the period provided is 15 days with late fee @ 0.1% per day of Performance Guarantee amount beyond the period specified above.</p> <p>In case the contractor fails to deposit the said performance guarantee within the period specified 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 Annexure-IV duly filled signed & stamped in the presence of a witness.
	iii. Letter of Transmittal as per attached proforma 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. Affidavit as per Annexure-I regarding no criminal proceedings and confirmation that eligible similar works have not been got executed on back to back basis
	vii. Certified copy of the power of attorney by the applicant in case of Non Consortium member as per Annexure-II
	viii. Certificate of Registration under GST.
	ix. Copy of PAN
	x. Particulars of Firm/Agency/Company/Individual
	xi. Indemnity Bond
	xii. Any other document as specified in the bid document.
3.	Finance
	i. Financial Bid

NOTE: - Hard copies duly self attested of the documents except Financial Bid listed at Sr. No.3 above shall be submitted by the lowest bidder (L-1) to the Executive Engineer-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?	Yes / No
2.	Whether the Integrity Pact duly filled, signed & stamped in the presence of a witness has been uploaded?	Yes / No
3.	Whether valid Enlistment certificate issued by any one of the specified departments as per Tender Notice has been uploaded?	Yes / No
4.	Whether definite proof from appropriate authority of having completed satisfactorily Similar during the last seven years ending last day of the month previous to the one in which tender are invited has been uploaded?	Yes / No
5.	Whether the Form 'A' Letter of Transmittal as per attached proforma in Section-II has been uploaded?	Yes / No
6.	Whether the Form 'B' – Details of similar works completed during last 7 years has been uploaded?	Yes / No
7.	Whether the Form 'C' – Performance Report of works referred to in Form-B 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 the Particulars of Firm/Agency/Company/Individual has been given?	Yes / No
11.	Whether any additional condition in tender has been quoted?	Yes / No
12.	Whether the Scanned copies of self attested documents related to E.M.D. & other eligibility document has been uploaded along with the Bid?	Yes / No
13.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
14.	Whether the Copy of Certificate of Registration under GST or Undertaking as per Notice Inviting Tender has been uploaded?	Yes/ No
15.	Whether the Copy of PAN has been uploaded?	Yes / No
16.	Whether the Certificate of registration with EPFO and ESIC 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**

(To be uploaded on website as Press Notice also)

Executive Engineer-V (Elect.) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites sealed Item rate bids through e-Procurement process from any reputed service provider Firm/Agency/Vendor/Contractor/Original Equipment Manufacturers (OEM) or their authorized distributors/dealers having experience of providing photocopier machines on rental basis in any Central/ State Government department /Ministries/ Boards/Corporations/PSUs/Banks/reputed Pvt. Banks & offices etc., for the following work:-

Name of work and location.	Estimated cost put to Bid	Earnest Money	Period of completion	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in the NIT	Time & date of opening of Technical Bid.
PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH	Rs.11,39,184/-	Rs. 22,800/-	36 Months	Refer Detail regarding tendering process of Bid Document on website*.	Refer Detail regarding tendering process of Bid Document on website*.

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

Initial criteria for Eligibility for tender.

- 1.1. Applicants who fulfill the following requirements shall only be eligible to apply.
 - a. Should have in the business of providing photocopier machine on rental basis.
 - b. Should have satisfactorily completed the work during the last seven years ending last day of the month previous to the one in which tender is invited.
Three similar works each costing not less than 40% of the estimated cost put to tender i.e. Rs.4.56 lakh or two similar works each of costing not

EE-V(Elect.)

less than 60% of the estimated cost put to tender i.e Rs.6.84 Lakh or one similar work of costing not less than 80% of the estimated cost put to tender i.e Rs. 9.12 Lakh

'Similar work shall mean 'Providing Photocopier machines on rental basis'.

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 previous day of last day of submission of bid.

- ~~e. At the time of submission of bid, contractor uploads Income tax returns and balance sheets duly audited/verified by the Chartered Accountant & Profit/Loss statement during the last three years ending 31st March of the previous year duly signed by the CA.~~
- d. Firm(s)/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. **To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as per Annexure-I. All the documents shall be duly attested & counter signed by the Bidders.**
- e. 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: All the documents shall be duly attested & counter signed by the agency.

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

As per General Conditions of Contract for Central P.W.D Works	To be read as
CPWD	CHB
President of India	Chairman, CHB

Govt. of India	Chandigarh Housing Board
Director General	Chairman, CHB
Additional Director General	Chief Executive Officer, CHB
Department	Chandigarh Housing Board

3. 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 time allowed for carrying out the work is **36 Months** 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. In case of non handing over of any part of site, the extension in time limit for the proportional delay shall be allowed as per the agreement.~~

5. ~~(i) The Site for the work is available.~~

~~(ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.~~

6. Bid document consisting of ~~plans, specifications,~~ the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-V(Elect.) between 11.00 AM. & 3.00 PM from _____ 2024 to ____ 2024 everyday except on Saturdays, Sundays and Public Holidays.

7. Downloading and submission of Tender including Financial Bid will be done by **e-Procurement process** through the Chandigarh Administration web site: <http://etenders.chd.nic.in/nicgep>.

The agency shall upload Scanned copy of documents (duly **attested and counter signed** by agency) related to “Earnest Money Deposit” and ‘Eligibility Documents’. After submission of the bid the contractor can re-submit revised bid any number of times but before stipulated time and date of submission of bid as notified.

8. Notice Inviting Tender excluding 'General Condition of Contract for Central PWD Works' with latest amendments (available in market for sale & available on official website of CPWD <http://cpwd.gov.in>) for execution of this work, can be downloaded from Chandigarh Administration web site <http://chandigarh.gov.in>. Bid document shall not be available on Chandigarh Administration website after the stipulated date & time for downloading.
9. Earnest money amount will have to be deposited as mentioned in Detail Regarding Tendering Process in shape as prescribed.
10. 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) 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) A tenderer 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.
- ~~11. Pre Bid Meeting 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.~~
12. 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.
13. The bidder, whose tender has been accepted, will be required to furnish '**Performance Guarantee**' as mentioned in Detail Regarding Tendering Process.
14. The description of the work is as follows:

PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH

~~Copies of other drawings and documents pertaining to the works will be open 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 & 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.~~

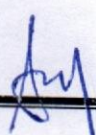
15. The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. **All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.**
16. 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.
17. The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
18. The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
19. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the bid or engagement in the contractor's service.
20. The tenders for the work shall remain open for acceptance for a period of **75 days** from the last date of opening of bids.
 - i. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the

- department 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.
- ii. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department 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.
- iii. In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
21. This '**Bid Document**' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, ~~specifications 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 2023~~, 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.
22. 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(EE)/ 0172-2511174 (Sh. Arminster Singh SDE) e- mail Id info@chbonline. 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.
23. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

24. Any incorrectness/ deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
25. 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.
26. Any contractor offering lower rates after the opening of tenders shall be liable to be black-listed.
27. All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
28. 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.
29. Any addendum/ amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
30. 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.
31. 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.
32. If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
33. 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.
34. Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
35. The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
36. 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.
37. 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 out come of the process.
 38. During 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
 39. The department reserves the right to reject any prospective application without assigning any reason.

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


EE-V(Elect.)

PART-II

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

●—————●

FORM-A

LETTER OF TRANSMITTAL

From:
(agency name & address)

To

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

Sub: SUBMISSION OF BID FOR THE WORK: PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, 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 A to D~~ and accompanying statement are true and correct.
2. I/ we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / We submit the Following certificates in support of our suitability, technical 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 comment 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)

Amj
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 as per details mentioned above.

Dated:

Executive Engineer or Equivalent

EE-V(Elect.)
[Signature]

ANNEXURE-I

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

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

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

- 1) I/We in the name and style of _____ had applied for the work **PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH**
- 2) The undersigned hereby certify that there is no criminal proceedings pending/ongoing in any court of law regarding any construction project executed by me/us.
- 3) The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
- 4) I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money 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)

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 Performance Guarantee/Security Deposit/Mobilization Advance**

1. Whereas the Executive Engineer-V(Elect.), on behalf of the Chairman, CHB (hereinafter called "The Government") has invited bids under _____ (NIT number) _____ dated for **PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH**

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

EE-V(Elect.)

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

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 **PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH** hereinafter referred to as the "Contract".

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

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

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

Articles

Article 1: Commitment of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to a Bidder(s) the same information and we not provide to

- any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

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

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

Article 3: Consequences of Breach

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

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

Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
4. Should one of several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

6. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.

Article 8- Legal and Prior Rights

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

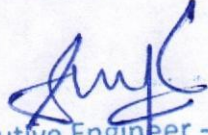
1
(Signature, name and address)

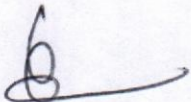
2
(Signature, name and address)

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
MDM, CHB MDM-V

PARTICULARS OF FIRM/AGENCY/COMPANY/INDIVIDUAL

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	
Full address of the Registered Office City: District: State: PIN: Phone No.:	
Full address of the Branch Office in Try City (Chandigarh, Mohali, Panchkula) City: District: State: PIN: Phone No.:	
Email address	
Mobile No :	
Banker of Firm/Agency/company/ Individual (Full Address)	
Branch Code	
Bank Account No.	
IFSC Code	
PAN No.	
GST No.	

Certified that the above information is true and correct.

Date

Signature
(Full name in capitals)
Designation.....

Seal

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 PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH terms and conditions set out interalia in contract/Award No. _____ valued at Rs. _____ only)

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

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

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

Name

Designation

WITNESS:

1.

2.

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. 36 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 Item 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 Conditions of Contract of CPWD Works 2023' as amended from time to time, special contract conditions and particular specifications enshrined under the Bid Document etc.
5. ~~It may be noted that in the present Contract Clause 10 ee is 'Not Applicable'.~~

PART- A

CPWD FORM- 7/8

Abstract of Cost & Schedule of Quantities

C.H.B-C.P.W.D - 7/8

CHANDIGARH HOUSING BOARD

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

PERCENTAGE/ ITEM RATE TENDER & CONTRACTS FOR WORKS

A Tender for the work of **PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH.**

To be opened in presence of tenderers who may be present at _____ Hours on ___/___/2024 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 **36 months** ~~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 bids and not to make any modifications in its terms and conditions.

A sum of **Rs. 22,800/-** has been deposited by bank-to-bank transfer using SBI MOPS or RTGS/ NEFT transfer through <https://etenders.chd.nic.in> portal. A copy of UTR No/ Transaction slip is scanned & uploaded. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Chairman, CHB or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Chairman, CHB or 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.

Dated _____
Witness: _____
Address: _____
Occupation: _____

Signature of the contractor
Postal Address

ACCEPTANCE

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

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

- a)
- b)
- c)

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

Signature

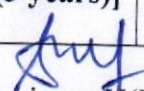
Dated

Designation

ABSTRACT OF COST

Name of Work: - **PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH.**

S.No.	Description of item	Amount
1	Basic monthly rental charges for any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 20PPM, Zoom Facility 25% -400% (in 1% steps), printing/recording size paper A4/legal/letter, RAM 256 MB, Minimum resolution 600x600 dpi, scanner, duplex copy and print, one input paper tray, DADF and one bypass tray etc., and also inclusive of 7000 free copies per month. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	₹ 7,43,400.00
2	Basic monthly rental charges for Any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 23-25PPM, Zoom Facility 25% -400% (in 1% steps), printing/recording size paper A3/A4/legal/letter, RAM 512 MB, Minimum resolution 1200x1200 dpi, network printing, scanner, duplex copy and print, Double input paper tray, DADF and one bypass tray etc, and also inclusive of 7000 free copies per month. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	₹ 2,03,904.00
3	Per copy rate chargeable after limit of Free Copies. There is no minimum guarantee for the volume/ number of photocopies per month after free copies. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	₹ 1,91,880.00
	Grand Total [for period of 36 Months (3 years)]	₹ 11,39,184.00


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

SCHEDULE OF QUANTITIES FOR THE WORK PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH.

S. No.	Description Of Item	Qty.	Unit	Rate (Rs.)	Amount
1	<p>Basic monthly rental charges for any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 20PPM, Zoom Facility 25% -400% (in 1% steps), printing/recording size paper A4/legal/letter, RAM 256 MB, Minimum resolution 600x600 dpi, scanner, duplex copy and print, one input paper tray, DADF and one bypass tray etc., and also inclusive of 7000 free copies per month.</p> <p>Note: - Rate includes rent of photocopier machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.</p>	5	Nos. Each per month	4,130.00	20650.00
2	<p>Basic monthly rental charges for Any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 23-25PPM, Zoom Facility 25% -400% (in 1% steps), printing/recording size paper A3/A4/legal/letter, RAM 512 MB, Minimum resolution 1200x1200 dpi, network printing, scanner, duplex copy and print, Double input paper tray, DADF and one bypass tray etc, and also inclusive of 7000 free copies per month.</p> <p>Note: - Rate includes rent of photocopier machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.</p>	1	No Each per month	5,664.00	5664.00

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3	Per copy rate chargeable after limit of Free Copies. There is no minimum guarantee for the volume/ number of photocopies per month after free copies. Note: - Rate includes rent of photocopier machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	13000 copies	Each	0.41	5330.00
	Total [for one month]				31644.00
	Grand Total [for period of 36 Months (3 years)]				1139184.00

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

[Signature]
EE-V(Elect.)

Part B

General/Specific Conditions



GENERAL/ SPECIFIC CONDITIONS:

1. The Photocopier machine shall be for making black & white copies only.
2. The photocopy should be clear, dark, sharp and of good consistent quality. The Photocopier machine should be capable to handle work load of at least 2000 (Two thousand) copies per day.
3. The copy density control should be such that a good resolution photocopy is obtained even from dirty and grey originals.
4. The Photocopier machine should not be more than two years old at the time of installation. The contractor will provide a photocopy of Purchase Order of the machine to be installed in order to verify the model/year. Once installed, the machine can be used throughout the contract/extended contract period. Scheduled preventive maintenance should be done at least once in a month.
5. No subletting of work as a whole or in part by the bidder is permissible.
6. Department will take over the machines from the successful bidder in good/working condition.
7. The rates quoted by the applicants in the Financial Bid should be inclusive of GST and all other **taxes/levies and Cess**. Nothing extra on this account shall be paid.
8. The price quoted shall be valid for entire contract period.
9. The basic rental charges of photocopy machine including the preventive maintenance services of the Photocopier Machines, all the spares and consumables (except paper, electricity and operator) required for trouble free operation of the photocopy machine and will remain fixed throughout the contract period.
10. The paper, electricity and rent free space will be provided by CHB.
11. The average total Photocopy per machine per month is approximately 7,000 copies depending upon the current office work. However, there will be no Minimum/Maximum workload commitment. The work will be variable in quantity.
12. Amount of work can be increased or decreased according to the requirements of the department and no claim on this account will be entertained.
13. All the machines must be serviced on-site at the office premises.

14. The firm will prepare separate logbooks for each of the machines to be taken under on Rental basis and preventive maintenance with special cleaning of the machines from outside and inside with liquid cleaner will be carried out on quarterly basis. A preventive Maintenance Report from the user/in charge under which the concerned machine is located, would be submitted to EE-V (Elect.), CHB failing which a compensation of Rs.2000/- (Rs. Two thousand only) per quarter per machine would be imposed. The payment will strictly be made on the basis of satisfactory report from the user.
15. All the complaints should be attended within 24 hours, failing which penalty for not attending the complaint will be made.
16. The service engineers would take up any reported fault within two hours. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop in exceptional circumstances, the firm would provide standby machines for the same. The firm will also provide maintenance and repair services on holidays in case of emergency.
17. The agency will provide adequate standby machines/systems if the problem is not solved within 24 hours. If, however, the firm fails to repair or provide a standby Photostat Machine within 24 hours, then a compensation of Rs.500/- (Rupees Five hundred only) per machine per hour will be charged for delay beyond the 24 hours till such time the Photostat Machine is repaired and the same would be deducted from the bills of the firm.
18. In case of intermittent failure and repetitive problems due to improper diagnosis or repair i.e. machine(s) becoming non-working/faulty within one day of its last repair, the machine will be treated as continuously down from the date of original reporting of fault in the machine(s) for the purpose of compensation for non-repair of the machine(s) as per condition 17 above.
19. Firm shall provide functional mobile phone numbers to their service engineers for prompt communication and intimate the same to the Department.
20. 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.
21. Nothing extra shall be paid for any local carriage and re-handling of Photostat machine irrespective of lead and lift. All T&P required for the labour will have to be arranged by the agency.

Payment Terms

22. The payment to the firm shall be made on quarterly basis, at the end of each quarter subject to satisfactory performance.

TERMINATION OF CONTRACT:

23. The contract may be terminated by giving one month's notice anytime within the currency period of the contract by CHB at its sole discretion for any of the following factors & for such cancellation, CHB will under no circumstance be liable for any financial repercussion to the contractor:-

- a) In case services are found unsatisfactory.
- b) Breach of any terms and conditions of contract.
- c) Any unlawful act of the contractor entailing any damage/loss to the property/material of CHB or any inconvenience to CHB. In such case, the machine shall be removed from the premises within a week's time without fail.

24. If performance is not found satisfactory, payment for that quarter will be forfeited, and if unsatisfactory performance is continued then contract is liable to be terminated.

25. No advance payment in any case would be made. However, first and final payment after completion of time period would be made on production of satisfactory reports from the concerned users.

26. Department will not be responsible for damage caused to Machines due to electric fluctuations which will be set right by the firm at their own cost. There would be no refusal for repair of machines on account of unsatisfactory, dusty environment, mishandling, misuse (except accident like fire, earthquake etc.) For proper usage of machines firm may take steps to guide/impart training to the users in their interest at his own cost.

27. **Settlement of Disputes by Conciliation and Arbitration :**

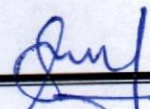
If, at any time, any difference or dispute arises between the Parties regarding interpretation, execution or implementation of the Agreement, Parties shall try to settle the same amicably through mutual discussions.

In the first instance, the Executive Engineer, Superintending Engineer, or the Chief Engineer shall positively give his decision on any matter relating to the contract, for which he is competent to do so. If the decision so given is not acceptable to the agency due to any legitimate reason, efforts shall be made to reason with the agency to arrive at a consensus that is reasonable' and legitimate under the terms and conditions of the contract. If, however,

no consensus can be reached, the matter shall be referred to the Conciliator (the CEO CHB). The Conciliator shall have to give decision on the claims of contractor or department within three months of receipt of reference. If no decision is given by Conciliator within three months then claimant shall be at liberty to seek appointment of Arbitrator. Further, differences and/or disputes remaining unresolved shall be referred to the sole Arbitration appointed by the Chief Engineer, Chandigarh Housing Board. The award shall be binding on the Parties. The arbitration proceedings shall be held at Chandigarh only and enforceable at the courts of jurisdiction at Chandigarh.

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

28. 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.
29. Deduction on account of GST on the payment to the contractor shall be made as prescribed by law from time to time.
30. For all purposes such as release of the Performance Guarantee/release of the Security etc., be considered after date of completion of contract.
31. Contract shall be extendable on mutual consent basis after expiry of original contract/agreement, if both the parties agree to extend the contract period further on the same rates, terms and conditions of original contract/agreement.
32. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that. The contractor shall extend the validity accordingly if the contract period is extended.


EE-V(Elect.)

FINANCIAL BID FOR THE WORK PROVIDING 06 NOS PHOTOCOPIER MACHINES ON MONTHLY RENTAL BASIS FOR A PERIOD OF 3 YEARS (36 Months) IN CHANDIGARH HOUSING BOARD, SECTOR 9, CHANDIGARH

Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder with GST Taxes (Per Month) Rs. P	TOTAL AMOUNT With GST Taxes (For One Month)	TOTAL AMOUNT With GST Taxes (For 36 Months)
1	Basic monthly rental charges for any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 20PPM, Zoom Facility 25% -400% (in 1% steps), printing/recording size paper A4/legal/letter , RAM 256 MB, Minimum resolution 600x600 dpi, scanner, duplex copy and print, one input paper tray, DADF and one bypass tray etc., and also inclusive of 7000 free copies per month. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	5 Nos	Each			
2	Basic monthly rental charges for Any Latest Model/reputed brand Photocopier machine Digital touch screen fully automatic with feature of B/W printing speed 23-25PPM, Zoom Facility 25% - 400% (in 1% steps), printing/recording size paper A3/A4/legal/letter , RAM 512 MB, Minimum resolution 1200x1200 dpi, network printing, scanner, duplex copy and print, Double input paper tray, DADF and one bypass tray etc, and also inclusive of 7000 free copies per month. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	1No	Each			

EE-V(Elect.)

3	Per copy rate chargeable after limit of Free Copies. There is no minimum guarantee for the volume/ number of photocopies per month after free copies. Note: - Rate includes rent of photocopy machine and all consumables only, except cost of operator, papers, electricity charges as the same shall be borne by the CHB.	13000 Copies	Per copy			
	Total in Figures					
	Total In words					

* Note:	
1.	The agency/bidder is to quote the amount in figures and words inclusive of GST & taxes
2.	Rates quoted for Photocopier machines shall be valid for entire contract period.
	Dated
	Signature of the Bidder (s)

Superintending Engineer-II
Chandigarh Housing Board
Chandigarh

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

This NIT containing 48 pages as per Index amounting Rs.11,39,184/- (Rs Eleven Lakh Thirty Nine Thousand One Hundred Eighty Four Only) is hereby approved.

Chief Engineer
Chandigarh Housing Board
Chandigarh

EE-V(Elect.)