



**CHANDIGARH
HOUSING BOARD**
A CHANDIGARH ADMINISTRATION UNDERTAKING

8 JAN MARG, SECTOR 9-D
CHANDIGARH

BID DOCUMENT
MAINTENANCE OF AIR
CONDITIONERS/WATER COOLERS
INSTALLED IN THE OFFICE BUILDINGS & SR.
OFFICERS RESIDENCE OF CHB, CHANDIGARH
(2024-2025)

Last Date of Submission of document (online): / /2024

Website: GeM portal [https:// gem.gov.in](https://gem.gov.in)

Tel: 0172-2511125



CHANDIGARH HOUSING BOARD

TERDER NOTICE

Notice Inviting Bids on GeM Portal

Executive Engineer-V(Elect.) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites the Bids through the GeM portal [https:// gem.gov.in](https://gem.gov.in) from the reputed/experienced agencies, AC manufacturers or their authorized dealers/ Service providers who have carried out AMC works of Air Conditioners and Water Coolers in UT Engineering Department/ Municipal Corporation Chandigarh / CPWD / MES / Punjab PWD / Haryana PWD / Himachal PWD/ other State Govt. Departments, Boards / Corporations and PSUs for the work of **MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)**

Period of Completion:- 365 Days. Last date of submission of bid online is __/__/2024, Date of opening bid online is __/__/2024.

For detail Milestone, dates of Electronic Tendering are given at the website [https:// gem.gov.in](https://gem.gov.in) Tel: 0172-2511125

Executive Engineer-V(Elect.)

for & on behalf of Chairman
Chandigarh Housing Board,
Chandigarh

Note:-

- The detailed scope of service along with terms and conditions may be downloaded from the website by logging on to GeM portal [https:// gem.gov.in](https://gem.gov.in).
- The bidders would be required to enroll/register on the GeM Portal. The Bidders Shall be solely responsible for checking the website for any addendum/corrigendum issued in this regard and take into consideration of the same while preparing and submitting the bids.
- The bids are to be submitted online through the GeM portal [https:// gem.gov.in](https://gem.gov.in)



Detail Regarding Tendering Process

Name of work	MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)	
Period of Contact	365 days	
Name of the Employer	Chandigarh Housing Board	
Adress of the Employer	8 Jan Marg, Sector 9 D Chandigarh	
Mode	E-Tendering	
Website	https:// gem.gov.in	
Integrity Pact duly filled, signed & stamped	The bidder must upload the copy of Integrity Pact duly filled, signed & stamped in the presence of witness along with other bid documents on the web site.	
Milestone Dates		
Downloading of e-tender document.	Start date:	
	End date:	
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	
	End date:	
Date of submission of e-tender	Start date:	
	End date:	
Opening of technical bid (Online)		
Opening of price bid (Online)	To be intimated to all eligible Bidders separately	
Bid validity period	Seventy Five (75) days from the last day of receipt of Technical Bid.	
Earnest Money Deposit	Earnest money Deposit of Rs.3000/- may be deposited by bank to bank transfer using SBI MOPS or RTGS/NEFT transfer through the GeM portal https:// gem.gov.in. Bank details are as under:	
Bank	State Bank of India(SBI)	
Bank Branch	SBI, Sector 9-D, Chandigarh Housing Board Branch Chandigarh.	
Bank Account No.	37930971006	
IFSC Code	SBIN0010604	
	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 is not forfeited. The bidder must upload the copy of UTR No/ Transaction slip in the online bid.	
Performance Security	The contractor, whose bid is accepted, will be required to furnish performance guarantee Five percentage of the tendered amount within the period of Seven Days. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit	

EE-V (ELECT.)



	<p>Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.</p> <p>Maximum allowable extension is 15 days beyond the period provided above. Extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided 7 days.</p> <p>If performance guarantee not deposited within the specified period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>
Security Deposit	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit CHB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work.</p> <p>Such deductions will be made and held by CHB by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit</p>
Duration of Performance guarantee required (Months).	12 Months



Initial criteria for Eligibility for tender.		
1.	Applicants who fulfill the following requirements shall only be eligible to apply.	
	a)	Should have experience in the service / maintenance of Air Conditioners and water coolers to various organizations
	b)	Should have satisfactorily completed similar nature of works during the last three years ending last day of the month before the one in which tender is invited. Three similar works each costing not less than Rs. 0.58 Lakh or two similar works each of costing not less than Rs. 0.87 Lakh or one similar work of costing not less than Rs. 1.15 Lakh Similar work shall mean 'Experience of "Maintenance of Air Conditioners/ Water Coolers"'.
	c)	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. To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as per Annexure-I.
	d)	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.
	Note	All the documents shall be duly attested & counter signed by the agencies.
2.	The time allowed for carrying out the work will be 365 Days from the date of start from the first day of handing over of the site. 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.	
3.	Earnest money amount will have to be deposited as mentioned in Detail Regarding Tendering Process in shape as prescribed.	
4.	Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the GeM portal https:// gem.gov.in 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.	
5.	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



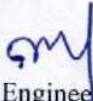
		any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
	e)	Before proceeding further with the e- Procurement process, Earnest Money shall be opened first and 'Eligibility Document' of those agencies whose Earnest Money found in order shall be opened in the office of EE-V(Elect.), CHB by the committee. i) 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. 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.
6.		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.
7.		The description of the work is as follows:
		MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)
8.		The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.
9.		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.
10.		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.
11.		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.
12.		The tenders for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last date of receipt of Bids.
13.		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.
14.		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.
15.		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.
16.		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.
17.		All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
18.		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.
19.		Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
20.		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.
21.		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.
22.		If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
23.		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.
24.		The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
25.		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.
26.		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.



- | | |
|-----|---|
| 27. | 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. |
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Executive Engineer V(Elect.)
Chandigarh Housing Board
Chandigarh



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 AIR
CONDITIONERS/WATER COOLERS INSTALLED IN THE
OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF
CHB, CHANDIGARH (2024-2025)**

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.)



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

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

SIGNATURE OF BIDDER(S)

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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



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 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 AIR CONDITIONERS/WATER COOLERS INSTALLED IN
THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB,
CHANDIGARH (2024-2025)**
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)



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 _____
2. Signature _____
Name and address _____

Authorized signatory
Name
Designation
Staff code no.
Bank seal

*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 AIR
CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE
BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-
2025)**

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

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 **MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)** 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



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 AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)** 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 AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)** 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.



MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE
OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH
(2024-2025) (BID DOCUMENT)

Detail of Bidder

1)	Name & Address of the bidder	:	
2)	Phone	:	
3)	E-mail	:	
4)	Contact person name	:	
5)	Mobile number	:	
6)	GST No.	:	
7)	TIN number	:	
8)	PAN number	:	
BANK DETAILS			
9)	Bank name	:	
10)	Branch address	:	
11)	Branch telephone no.	:	
12)	MICR Code of the bank	:	
13)	IFSC code	:	
14)	Bank Account no.	:	
15)	Type of account	:	

Date:

Signature of Bidder/tenderer (Seal)



Name of Work: -

**MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS
INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS
RESIDENCE OF CHB, CHANDIGARH (2024-2025)**

Scope of work:

- Preventive & breakdown maintenance work shall be carried out as per schedules approved by Engineer-in charge.
- Job includes monitoring for satisfactory working, periodical maintenance and all major & minor repairs of the Air conditioners/water coolers as and when required.

Monthly Quarterly/Yearly:-

- (i) The job includes **Two Wet Services & Monthly Dry Service**
 - (ii) Routine checking of the machine for its proper functioning during the AMC period, i.e. Check for cleanliness, Check filter clean, Check for thermostat functioning, Check & Record the grill temperature of the machine, Check for abnormal noise / vibration, Check all Electrical connections, Check for Effectiveness of air delivery, Servicing / greasing of blower motor / condenser fan, Checking of cooling gas pressure, Tightening of nuts & bolts etc.
- Attending the breakdown/emergency calls as and when required.



MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE
OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH
(2024-2025) (BID DOCUMENT)

**SCHEDULE OF RATE FOR THE WORK :MAINTENANCE CONTRACT OF AIR
CONDITIONERS AND WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR.
OFFICERS RESIDENCE OF CHB, CHANDIGARH**

Name of Agency:						
S.No.	DESCRIPTION	QTY.		UNIT	To be Quoted by agency	
					Rate inclusive of GST	AMOUNT
	(A) Annual Maintenance Contract: -					
1	Annual labour charges without parts for repair & maintenance of A.C.'s (Window Type) 1.5 Ton/2 Ton. The job includes two wet services and a monthly dry service i.e. cleaning of filter, general cleanliness of machine, oiling of fan motor, checking of cooling gas pressure, tightening of nuts & bolts and routine checking of the machine for its proper functioning during the AMC period.	6	Nos.	Each		
2	Annual labour charges without parts for repair & maintenance of A.C.'s (Split Type) 1.5 Ton / 2 ton. The job includes two wet services and a monthly dry service i.e. cleaning of filter, general cleanliness of machine, oiling of fan motor, checking of cooling gas pressure, tightening of nuts & bolts and routine checking of the machine for its proper functioning during the AMC period.	17	Nos.	Each		



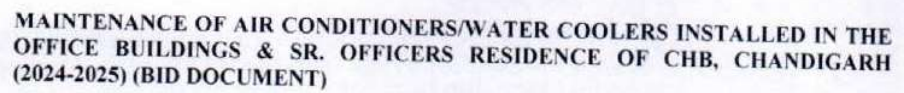
MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE
OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH
(2024-2025) (BID DOCUMENT)

3	Annual labour charges without parts for repair & maintenance of AC (Towers Type) 2.0 Ton. The job includes two wet services and a monthly dry service i.e. cleaning of filter, general cleanliness of machine, oiling of fan motor, checking of cooling gas pressure, tightening of nuts & bolts and routine checking of the machine for its proper functioning during the AMC period.	1	Nos.	Each		
4	Annual labour charges without parts for repair & maintenance of A.C.'s (Cassette Type). The job includes two wet services and a monthly dry service i.e. cleaning of filter, general cleanliness of machine, oiling of fan motor, checking of cooling gas pressure, tightening of nuts & bolts and routine checking of the machine for its proper functioning during the AMC period.	12	Nos.	Each		
5	Annual labour charges without parts for Repair and maintenance of water coolers. The job includes two wet services and a monthly dry service i.e. general cleanliness of machine, checking of cooling gas pressure, tightening of nuts & bolts and routine checking of the machine for its proper functioning during the AMC period.	7	Nos.	Each		
				A	Total	0.00
	(B) Rate Contract: -					
Note:-	Any following items, if replaced, during AMC period shall be paid on quoted rate duly verified by the E.I.C and supported with invoice/bill inclusive of labour charges, T & P etc.,					
6	Providing & Fixing of Starting capacitor 100/120M.F.D.	4	Nos.	Each		
7	Providing & Fixing of Running Capacitor 50 M.F.D.	4	Nos.	Each		



MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE
OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH
(2024-2025) (BID DOCUMENT)

8	Providing & Fixing of Fan capacitor	3	Nos.	Each		
9	Providing & Fixing of Thermostat for A.C.	3	Nos.	Each		
10	Gas charging of A.C Cassette Type A.C 3.0T	1	Nos.	Each		
11	Gas charging of A.C Cassette Type A.C 2.0T	1	Nos.	Each		
12	Gas charging of A.C Split type 2.0 T	3	Nos.	Each		
13	Gas charging of A.C Split type 1.5 T	2	Nos.	Each		
14	Gas charging of A.C Window type 1.5 T	1	Nos.	Each		
15	Replacement of compressor in exchange of defective compressor 1.5 ton Rotary type respiratory type -Split type	1	Nos.	Each		
16	Replacement of compressor in exchange of defective compressor 1.5 ton Rotary type reciprotory type - Window type	1	Nos.	Each		
17	Replacement of fan motor in exchange of defective motor 800 RPM	1	Nos.	Each		
18	Installation of A.C. without material Split Type AC	1	Nos.	Each		
19	Installation of A.C. without material Window Type AC	1	Nos.	Each		
20	Providing & Fixing of Relay for A.C.'s	2	Nos.	Each		
21	Repair of fan motor for A.C.'s	1	Nos.	Each		
22	Repair of stabilizer P & F transformer	1	Nos.	Each		
23	Repair of stabilizer P & F relay	2	Nos.	Each		
24	Supply & erection of Three core copper wire - 70 / .076" Size	15	Meter	Metre		

EE-Y (Elect.)



**APPROVED MAKES OF VARIOUS ITEMS (WHEREVER PRESCRIBED)
FOR USE UNDER THIS CONTRACT**

S. No.	NAME OF ITEMS	MAKE
1.	Compressor	L.G. / Blue Star/ Crompton/ Kirloskar/ Carrier
2.	Starting Capacitors	Epcos, Asian, Priya
3.	Running Capacitors	Epcos, Asian, Priya
4.	Condenser	L.G., Kirloskar, Sidwal
5.	A.C. Relay	Techno Mick, Ranupral, Derforce
6.	Fan Motor, Fan Blade	G.E., Air Master, Air Flow, Octavia
7.	Swing Motor	G.E., Air Master, Air Flow, Octavia
8.	Copper Pipe	Met Tube, Total-line
9.	Insulation tape	Superlon, Blue Star

The Agency is required to get prior approval of Engineer-in-charge for the make of the material to be used in the work. In case of non-availability of material from these manufacturers, the Chief Engineer may allow use of alternative BIS approved manufacturer makes.



PRODUCT/EQUIPMENT DETAILS

MAINTENANCE OF AIR CONDITIONERS/WATER COOLERS INSTALLED IN THE OFFICE BUILDINGS & SR. OFFICERS RESIDENCE OF CHB, CHANDIGARH (2024-2025)								
Sr. No.	Location	Window type 1.5 Ton	Split Type		Cassette Type		Tower Type 2 Ton	Water Cooler
	Block' A'		1.5 Ton	2 Ton	2 Ton	3 Ton		
1	Sub Divisional -Civil	-	-	-	1	-	-	-
2	UPS Room	-	2	2	-	-	-	-
3	CCTV Room	-	-	2	-	-	-	-
4	Computer Center	-	-	2	-	-	-	-
5	Canteen	-	-	-	-	-	-	2
6	Terrace	-	-	-	-	-	-	2
	Block' C'	-	-	-	-	-	-	-
8	Data Centre	-	2	-	-	-	-	-
9	Room No. 1	1	-	-	-	-	-	-
10	Room No. 2	-	1	-	-	-	-	-
11	Room No. 26	-	1	-	-	-	-	-
12	Reception Area	-	-	-	4	-	-	-
13	Record Room	-	1	-	6	-	1	-
14	Peshi Branch (Old Computer Centre)	-	1	-	-	1	-	-
15	Near Bank	-	-	-	-	-	-	1
16	Near Accounts Hall (Old)	-	-	-	-	-	-	1
17	House No 10 Sector 7	4	1	2	-	-	-	1
18	SDE (Horticulture) Store Ind. Area Ph-1 Chd.	1	-	-	-	-	-	-
	TOTAL	6	9	8	11	1	1	7
	G.Total	43						



GENERAL & SPECIFIC CONDITION: -

1. The contract is in two parts: (A) Annual Maintenance Contract (B) Rate Contract
(A) Annual Maintenance Contract: - Price of AMC part is fixed and firm as quoted in Price bid (inclusive of GST & all applicable taxes) and the payment will be made on satisfactory completion of work with certification of concerned Engineer In charge.
2. (B) Rate Contract: - In case of any replacement of defective material taken place during AMC period, payment shall be made based on quoted rate (inclusive of GST & all applicable taxes) in tender for Rate Contract parts only, after certification of concerned Engineer In charge. No extra payment what so over will be made beyond the amount specified/quoted in Price bid. The price will be firm and fixed for the entire tenure of contract.
3. Payment shall only be made for the actual Work executed at site as per quoted rates. The Quantities of Work indicated in the Schedule of Rates are approximate only. The Payment shall be made based on actual Quantities of Work done duly approved by the engineer-in-charge.
4. Quarterly payment shall be made against the bills for the actual work done by the agency/contractor on pro-rata basis after making statutory deductions including security deposit & income tax etc., as per general conditions of contract.
5. No advance payment shall be made to the agency.
6. The quoted rates shall be inclusive of all labour, material, tools and plants and other inputs involved in the execution of the item and also inclusive of GST & all applicable taxes etc. This cost also includes all incidental charges for cartage, storage and safe custody of materials brought to site.
7. Performance test of the entire installation(s) before the work is finally accepted.
8. Tools & Tackles: The tools & tackles and testing equipment as required for the work are to be arranged by the firm.
9. All T&P required for the labour will have to be arranged by the agency.
10. Nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.
11. The persons engaged in the works shall be trained and experienced personnel
12. The Contractor has to supply all the safety gears to service technician.
13. The party must be able to take up the work like installation, dismantling and assembling of mentioned electrical equipment's if required.
14. 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.
15. 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.



16. The quantities of various items can be increased or decreased at any stage unless and otherwise specified. No claim on account of such changes will be entertained.
17. The contractor shall quote his / their rate for all the items shown in the Schedule of approximate quantities. The quantities shown in the Schedule of quantity are given as a guide, 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 amount in tender.
18. The contractor shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state of local authority for violation by the contractor or sub-contractor engaged on the work.
19. 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.
20. As per Chandigarh Gazette notification issued on 28 September 2006, water charges @ 1.5% of the project cost which shall be deducted from bills of the agency. 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.
21. 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.
22. 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.
23. 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 The items of work. His decision in this regard shall be final & binding on the part of the contractor.
24. 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.
25. In case, the executing agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigahr Housing Board is put to any loss/obligation, monitory or otherwise, the Chandigarh Housing Board will be entitled to get itself reimbursed out of the outsanting bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monitory terms.



26. In the event of any dispute or difference arising out of this bid the same shall be referred to the sole Arbitrator appointed by the Chief Engineer Chandigarh Housing Board. The award of the Arbitrator shall be final and binding on the bidders.
27. 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.

