

BID DOCUMENT FOR

Development and Maintenance of
Roundabout (Matka Chowk) dividing
Sector 9, 10, 16 & 17 Chandigarh in lieu
of advertisement rights allowed in the
Municipal Corporation Chandigarh.

Last Date of
Submission of document : _____, 2024

Website: <http://etenders.chd.nic.in/nicgep> or Tel : 0172-2511128

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PART-I

TENDER NOTICE

Notice Inviting e-Tenders

Executive Engineer-VIII on behalf of the Chairman, Chandigarh Housing Board invites bids through e-Procurement process from the agencies, firms, individuals for the following work:- 'Development and Maintenance, of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation, Chandigarh'.

Earnest Money:- Rs.1,05,000/-, Period of Completion:-2 Months for development & 2 Years for maintenance, Last date of submission of bid online is __ / __/2024, Last date of opening technical bid online is __/ __ /2024.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgep>. Tel: 0172-2511128

Executive Engineer -VIII,
For & on behalf of Chairman
Chandigarh Housing Board,
Chandigarh.

Detail Regarding Tendering Process

Name of work	Development and Maintenance. of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation, Chandigarh.	
Earnest Money	Rs.1,05,000/-	
Period of Contact	2 Months for Development Work 2 Years for maintenance after completion of Development work	
Name of the Employer	Chandigarh Housing Board	
Adress of the Employer	8 Jan Marg, 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 original bid documents on the website.	
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:	
	End date:	
Opening of technical bid (Online)		
Opening of price bid (Online)	To be intimated separately to all qualified bidders	
Bid validity period	Seventy Five (75) days from the last date of receipt of technical Bids.	

<p>Earnest Money Deposit</p>	<p>Earnest money Deposit of Rs.1,05,000/- may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal.</p> <p>Bidder can submit their bid only after depositing EMD online.</p> <p>The payment may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through https://etenders.chd.nic.in portal</p> <p>The amount of EMD is refundable and adjustable.</p> <p>The EMD shall be refunded online to the bidder account in case of all unsuccessful e-bids, provided it is not forfeited.</p> <p>The bidder must upload the copy of UTR No./ Transaction slip on the website.</p>
<p>Performance Security</p>	<p>The contractor, whose bid is accepted, will be required to finish performance guarantee equivalent to 5% of total license fee payable during 2 Months for Development Work 2 Years for maintenance after completion of Development work including GST within the 7 days from the date of issue of letter of acceptance. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.</p> <p>In case the contractor fails to deposit the said performance guarantee Maximum allowable extension beyond the period provided above. Extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period upto 15 days.</p> <p>If performance guarantee not deposited within the specified period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.</p>

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)	Form-'A' Letter of Transmittal as per attached proforma in Section -II.
	iv)	Affidavit as per Annexure-I regarding no criminal proceedings and submission of genuine and correct documents.
	v)	Certified copy of the power of attorney by the applicant in case of Non Consortium member as per Annexure-II
	vi)	Certificate of Registration under GST and acknowledgement of up to date filed return
	vii)	Copy of PAN
	viii)	Certificate of registration with EPFO, ESIC and labour license
	ix)	Specimen of Data Collection Proforma/Questionnaire
	x)	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 highest (H-1) bidder to the Executive Engineer-VIII

CHECK LIST TO ACOMPANY THE 'ELIGIBILITY DOCUMENTS'

S. No.	Description	
1.	Whether the Earnest Money as per the tender notice has been uploaded?	Yes / No
2.	Whether the Integrity Pact duly filled, signed & stamped in the presence of a witness has been uploaded?	Yes / No
3.	Whether the Form 'A' Letter of Transmittal as per attached proforma in Part-II has been uploaded?	Yes / No
4.	Whether the Affidavit as per Annexure-I regarding Non pendency of any criminal proceedings and submission of authentic and valid documents has been submitted?	Yes / No
5.	Whether the Power of Attorney as per Annexure-II has been uploaded?	Yes / No
6.	Whether any additional condition in tender has been quoted?	Yes / No
7.	Whether the Scanned copies of self attested documents related to E.M.D., cost of Document & other eligibility document has been uploaded along with the Bid?	Yes / No
8.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed.	Yes / No
9.	Whether the certificate of registration of GST if already obtained uploaded as per bid document?	Yes/ No
10.	Whether the Copy of PAN has been uploaded?	Yes / No
11.	Whether the Certificate of registration with EPFO, ESIC and labour license has been uploaded?	Yes / No

DECLARATION

1. I/We _____ have carefully gone through all the conditions mentioned in the Bid Document and solemnly declare and affirm that I/we will abide by any penal action of CHB for disqualification or of black listing or determination of contract or any other action as deemed fit, taken by, the Department against me/us, in the event of any of the contents of our this application, the statements, documents, and certificates produced by me/us have been found/declared to be false/fabricated without any liability on CHB.

2. I/We hereby further declare that the Tender has been completed and submitted by us in the manner prescribed in the document and consider myself/ourselves eligible and in possession of all the documents required.

3 I/We 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

PART-I

NOTICE INVITING TENDER



**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER**

1.	Executive Engineer-VIII on behalf of the Chairman, Chandigarh Housing Board invites bids through e-Procurement process from the agencies, firms, individuals for the following work:-				
	Name of work and location.	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.
	Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation, Chandigarh.	Rs. 1,05,000/-	Development work for Two months and Maintenance work for two years after completion of development work	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)	An affidavit regarding:			
	i)	No criminal proceedings is ongoing/ pending relating to any project executed by the firm in any court of law as per Annexure-I.			
	ii)	All the documents & information submitted with the tender Bid are true & the applicant stands fully responsible as per Law for their genuineness and correctness.			
		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.			
	b)	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 agencies.			

2.	Agreement shall be drawn with the successful Tenderer on the prescribed Format of CPWD Form 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: -														
	<table> <tr> <th>As per General Conditions of Contract for Central P.W.D Works</th><th>To be read as</th></tr> <tr> <td>CPWD</td><td>CHB</td></tr> <tr> <td>President of India</td><td>Chairman, CHB</td></tr> <tr> <td>Govt. of India</td><td>Chandigarh Housing Board</td></tr> <tr> <td>Director General</td><td>Chairman, CHB</td></tr> <tr> <td>Additional Director General</td><td>Chief Executive Officer, CHB</td></tr> <tr> <td>Department</td><td>Chandigarh Housing Board</td></tr> </table>	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
As per General Conditions of Contract for Central P.W.D Works	To be read as														
CPWD	CHB														
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Director General	Chairman, CHB														
Additional Director General	Chief Executive Officer, CHB														
Department	Chandigarh Housing Board														
3.	<p>In this document the following words and expressions have the meaning hereby assigned to them:</p> <p>EMPLOYER means the Chairman, Chandigarh Housing Board, acting through the Executive Engineer.</p> <p>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.</p> <p>"Year" means "Financial Year" unless stated otherwise.</p> <p>CHB/ Board means "Chandigarh Housing Board"</p>														
4.	The time allowed for carrying out the work will be 90 days from the date of start 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.														
6.	Bid document consisting of 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-VIII between 11.00 AM. & 3.00 PM from _____ 2024 to _____ 2024 every day except on Saturdays, Sundays and Public Holidays.														
7.	The contract period for Development work shall be 2 months and Maintenance work shall be Two Years after completion of Development work as defined in Bid Document.														
8.	Bid document for this work, can be downloaded from e-tendering website of U.T Administration website http://etenders.chd.nic.in/niegep . Bid document shall not be available on said 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 detail regarding tendering process.														

10.	<p>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/nicgp.</p> <p>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 copies of all the scanned and uploaded documents specified in the e-tender notice shall have to be submitted by the highest bidder within week in the office of the tender opening authority.</p>
11.	<p>The bid submitted shall become invalid if:</p> <ol style="list-style-type: none"> The bidder is found ineligible. The bidder does not upload scanned copies of all the documents stipulated in the bid document. 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. Before proceeding further with the e-Procurement process, documents related to deposit of earnest money, Integrity Pact duly filled, signed & stamped and Check List uploaded by the agencies shall be opened first. Technical Bid/Eligibility Document of those agencies whose earnest money & Integrity Pact duly filled, signed & stamped found in order shall be opened in the office of EE-VIII, CHB by the committee on the _____ 2024 at _____ Hours. 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.
12.	The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' as mentioned in Detail Regarding Tendering Process.
13.	The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
14.	The work in 'General' shall be carried out as per terms and conditions of the Bid Document.
15.	Agreement shall be drawn with the successful Bidder.
16.	<p>The description of the work is as follows:</p> <p>Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation, Chandigarh.</p>
17.	The competent authority on behalf of the Chairman, CHB does not bind itself to accept the highest or any other tender and reserves to itself the authority to reject any or all the tenders received without 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.


18.	Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.						
19.	The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.						
20.	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.						
21.	No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.						
22.	The tender for the works shall remain open for acceptance for a period of Seventy Five (75) days from the last date of receipt of technical Bids. <table border="1"> <tr> <td>i)</td><td>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.</td></tr> <tr> <td>ii)</td><td>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.</td></tr> <tr> <td>iii)</td><td>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.</td></tr> </table>	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.
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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.						
23.	The bidder whose tender has been accepted, will be required to furnish 'Performance Guarantee of 5% (Five percent) of the total licence fee for 2 (Two) years payable to CHB within the period of 15 days from the date of issue of letter of acceptance. This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at call Receipt of any scheduled bank/ Bankers Cheque of any scheduled Bank/ Demand draft of any scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs.100000/-) or Govt. security or fixed deposit receipt or Guarantee Bonds of any scheduled bank or State Bank of India in accordance with the						

	prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.				
24.	This Bid Document shall form a part of the contract document. The successful Bidder/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: <table border="1"> <tr> <td>a)</td><td>The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.</td></tr> <tr> <td>b)</td><td>General condition of contract Maintenance work for Central PWD works 2023, tender form of CPWD 7 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.</td></tr> </table>	a)	The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.	b)	General condition of contract Maintenance work for Central PWD works 2023, tender form of CPWD 7 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.
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b)	General condition of contract Maintenance work for Central PWD works 2023, tender form of CPWD 7 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.				
25.	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 (Phone No *0172-2511128 (EE-VIII,CHB) or Sub Divisional Engineer, Stores /Sh. Sukhpreet Singh, SDE-Stores,CHB), (Phone No. *0172-2511158 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.				
26.	Any contractor offering higher 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.	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				
29.	If any incorrectness/deviation is noticed in the document submitted by the agency, it will be viewed seriously and apart from canceling the work duly forfeiting the Earnest Money, criminal action will be initiated including suspension of business.				
30.	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.				
31.	Each Bidder shall submit only One Tender for the work. A Bidder who submits more than One Tender' will cause disqualification of all the Tenders submitted by the Bidder				

32.	Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
33.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.
34.	To give prospective Bidder reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
35.	The Executive Engineer will 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.
36.	If, Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
37.	If any alteration is made by the Bidder in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
38.	Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
39.	The Executive Engineer will evaluate and compare the price bids of all the qualified Bidder.
40.	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.
41.	The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Bidder and the Board in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
42.	During the contract period 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
43.	The department reserves the right to reject any prospective application without assigning any reason.
44.	Contract is liable to be terminated by the Chandigarh Housing Board without payment of any compensation, if subsequent to the acceptance of bid, the agency is blacklisted by, or enters into partnership or employees any blacklisted contractor of the Chandigarh Housing Board or any other department or Government or its undertakings or given false information.

45.	If the Head Quarter of the successful bidders is at a place other than Chandigarh, he shall have a duly authorized agent in Chandigarh from the date of commencement of the work till the work is virtually completed/agreement is executed in full. Such agent shall be authorized to act on behalf of the successful bidders. Any notice under the contract shall be deemed to have been served on the successful bidder, if served upon such agent or sent by registered letter at his address in Chandigarh. Such agent shall not be changed and shall not leave Chandigarh during the period of the contract without the prior approval of the Engineer-in-Charge. If the Engineer-in-charge shall require the successful bidder to carry out rectification of defects under the terms of the contract after the work has been completed, the successful bidders shall have the same or another duly authorized agent in Chandigarh while such rectifications are being carried out.
46.	In the event of the bid being submitted by a Firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power-of-attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
47.	On acceptance of the bid, the name of the accredited representative(s) of the agency who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
48.	GST or any other Tax/Cess applicable in respect of this contract shall be payable by the agency directly to the concerned authority and Chandigarh Housing Board will not entertain any claim whatsoever in respect of the same.
49.	The agency is advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access all facilities for workers and all other services required for running/maintenance of the facility.
50.	The work shall be awarded to the successful applicant on definite terms & conditions enclosed with the documents
51.	The working arrangement shall be applicable right from the date of permission of the traffic island/ roundabout/ green belts/ open spaces/ road berms/ road reservation subject to the following terms and conditions.
a)	The permission will not create any right to tenancy ownership and it would particularly be confined to beautification and maintenance of the traffic island/roundabout/green belt/open spaces/road berms/ verge.
b)	The Landscaping beautification would be strictly carried out as per directions given by Engineer-in-charge of Chandigarh Housing Board.
c)	The permission will not confer any right for financial assistance from the CHB, Chandigarh.
d)	In lieu of above said work, organization/company can display their advertisement on the allotted above said area by putting up 4 Nos. advertisement panels of size 10'-6"X1'-0" allowed as per policy and standard drawing and as approved from time to time by the Municipal Corporation, Chandigarh.

e)	The organization to which the permission is granted can put advertisement board or any other agency with prior approval of CHB/Municipal Corporation, Chandigarh.
f)	The area shall not be used for any purpose other than growing of grass plantation of trees and landscaping elements of height approved by the CHB/Municipal Corporation, Chandigarh.
g)	The height of the hedge or of the following plants, creepers grown in the area shall be kept upto the height as approved by the CHB/ Municipal Corporation, Chandigarh so as there is no obstruction in vision to the traffic.
h)	The allotted area shall be available at all times for inspection by the officers of the CHB duly authorized in this behalf. In case of improper maintenance of allotted job, CHB, Chandigarh reserves the right to cancel the agreement/MOU by giving 30 days notice to the above said organization.
i)	The CHB, Chandigarh reserves the right to cancel the permission anytime if it is needed for development purpose or in case of violation of terms and conditions or any other reason.
j)	The CHB, Chandigarh has the right to allow installation of flags and hoarding to which separate permission would be issued by the CHB/ Municipal Corporation, Chandigarh.
k)	In case there are any Municipal structures like manhole, sluice valve, chamber in the roundabout, the same will be protected by the agency. In case of any damage to the services of the Municipal Corporation, Chandigarh/ Chandigarh Administration, the same shall be got repaired by the agency at its cost.
l)	The CHB/ Municipal Corporation, Chandigarh will have the right to repair and maintain the services in the area without informing the agency. No claim regarding the damage done at the time of maintenance will be given to the agency.
m)	CHB/ Municipal Corporation, Chandigarh reserves the right to develop any new services in the area such as slip roads, bus stops or laying lines for services etc. in the public interest at any time during the period of contract. The redevelopment /maintenance of area will be done by the agency as its own cost.
n)	The water supply connection will be provided by the CHB, Chandigarh, if feasible otherwise agency will make its own arrangement through water tankers.
o)	The charges for water, electricity for lighting of bill boards & water pump etc. will be paid by the agency.
p)	The agreement will be valid for 2 years & 2 months, can be extended further subject to the satisfaction of the execution of job.
q)	No T&P and other material will be supplied by the CHB.
r)	EPF, ESI, GST will be borne by the agency.
s)	All cost for renovation of round about & its maintenance will be borne by the agency.


Executive Engineer -VIII,
Chandigarh Housing Board,
Chandigarh.

PART-II

DOCUMENT RELATED TO ELIGIBILITY CRITERIA AND OTHER RELATED DOCUMENTS



Form -A

LETTER OF TRANSMITTAL

From:
(Agency name & Address)

To
Executive Engineer-VIII,
Chandigarh Housing Board,
Chandigarh.

Sub: Development and Maintenance of Roundabout (Matka Chowk) dividing
Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in
the Municipal Corporation Chandigarh.

Sir/Madam

Having examined the details given in 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 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
knowhow 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)

ANNEXURE-I

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

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

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

1. I/We in the name and style of _____ had applied for the
work of Development and Maintenance of Roundabout (Matka Chowk) dividing
Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the
Municipal Corporation Chandigarh.
2. The undersigned hereby certify that there are no criminal proceedings pending/
ongoing in any court of law regarding any construction project executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted
with the tender/Bid are 'True' & I/We stands fully responsible as per law for their
genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got
executed through another contractor on back to back basis. Further that if such a
violation comes to the notice of the department then I/we shall be debarred for
tendering in CHB in future forever. Also if, such a violation comes to the notice of
the department before the date of start of work then the CHB shall be free to forfeit
the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

VERIFICATION:

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

Dated: _____

To whomsoever it may Concern

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

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

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

For _____
(Signature)
(Name, Title and Address)

Accept
(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney) _____

Notes:

To be executed by the Applicant

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

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

ANNEXURE-III

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

(Guarantee offered by Bank to CHB 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-VIII, on behalf of the Chairman, CHB (hereinafter called "The Government") has invited bids under _____ (NIT number) _____ dated _____ for Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation 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 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 (Name of work) 'Development and Maintenance of Roundabout (Matka Chowk)
dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the
Municipal Corporation 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.
3. ~~The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.~~

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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

Article 8- Legal and Prior Rights

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


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

(For and on behalf of Principal)


Amarjeet Singh
EE, CHB

(For and on behalf of Bidder/Contractor)

WITNESSES:


Supat - V

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 'Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh' on terms and conditions set out interalia in contract/ Award No. _____ valued at Rs. _____ only)

And whereas the above mentioned contract provides for 'Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh' as per terms & conditions of the contract.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that he shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state or 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.

SPECIMEN OF DATA COLLECTION PROFORMA/QUESTIONNAIRE

Ref: Tenders invited by Chandigarh Housing Board, Chandigarh for the following scope of work: -

"Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh"

1.	Name of the Organization.		
2.	Type of Business Organization Private / Public/ Sole/ Partnership/ Co-Operative etc.		
3.	Office location with complete address with telephone/ Mobile No.		
4.	Name(s) of the owners/partners with ratio for entrepreneurship with complete address and telephone Nos.		
5.	Financial and physical resources/ facilities in terms of firm's property, assets held (fixed and moveable), means of communication & infrastructure available.		
6.	Date and period of existence of the firm in the present business.		
7.	Staffing position in terms of Employees' strength:		
	i)	No. of Personnel	
	ii)	Categories of Personnel	
	iii)	Qualifications	
	iv)	Experience details	
	v)	Source of recruitment	
	vi)	Copy of Muster Rolls/ Records / Registers being maintained.	

8.	Mode of verification of antecedents of personnel to be provided	
9.	Any other information	
NOTE:		
i)	Information may be given on separate sheet against the columns mentioned above.	
ii)	Incomplete tenders will not be considered.	

Place:

Signatures (Name & Address)

Date:

PART-III

**Tender Form, General/ Specific Conditions,
List of Civil, PH & Electrical Fixture &
Fittings and Financial Bid**



Name of Work:	Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh.
Earnest Money	Rs. 1,05,000/-
Time allowed:	Development work – 2 months Maintenance work - 2 Years after completion of Development work.
Year:	2024-2026



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

CHANDIGARH HOUSING BOARD

STATE	U.T., Chandigarh	CIRCLE	-
BRANCH	Civil	DIVISION	VIII, CHB
ZONE	Chandigarh	SUB DIVISION	Store

TENDER & CONTRACTS FOR WORKS

A Tender for the work of Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh.

i) To be opened in presence of Bidders who may be present at 11.30 Hours on ____ 2024 in the office of Executive Engineer-VIII, Chandigarh Housing Board, Chandigarh.

Downloaded by _____ (contractor)

TENDER

I/We have read and examined the notice inviting tender, schedule, 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 as per the time specified in the DNIT i.e. Development work 2 Months & Maintenance work for Two years.

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

A sum of Rs.1,05,000/- 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 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 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 _____

Signature of the contractor
Postal Address

Witness: _____

Address: _____

Occupation: _____

ACCEPTENCE

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. _____ (Rupees _____)

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

GENERAL/SPECIFIC CONDITIONS

1.0 General

- 1.1 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.2 As per provision of contract labour (Regulation & abolition (Act) 1970, the agency shall obtain license for employing labour on the work before commencement of work and shall also display a copy of the same at the premises where the contract work is being carried out.
- 1.3 As per instructions of the Excise and Taxation Officer, UT, Chandigarh contractors who are engaged in contract work in UT, Chandigarh are liable for registration under the provision of Punjab General Sales Tax Act 1948 as applicable in UT, Chandigarh. For non compliance they are liable to penal action under the above said Act.
- 1.4 The contractor shall responsible for the implementation of all the provisions under Rule 4 of Chandigarh Municipal Corporation (Sanitation and Public Health) Bye Laws, 1999 and bear all the fines, penalties and prosecutions in case of failures. CHB reserves the right to recover any damages/penalties imposed from the payments due to the contractor.
- 1.5 In case the quoted amount of the tender including any financial implication involved is same of more than one agency and they are the highest, then the work will be allotted to the agency through draw of lots in the presence of the concerned agencies whosoever like to be present. The decision of the board will be final and binding on all the concerned.
- 1.6 The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the rate quoted.
- 1.7 The contractor shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the Board and its employees harmless from any penalty whatsoever in respect of any injury or damage to any property of to personals during the execution of work or by the action of any central or state or local authority for violation by the contractor or sub-contractor engaged on the work.
- 1.8 The agency shall deposit EPF Contributions directly to RPFC on the stipulated dates and shall submit on regular basis proof of satisfactory compliance of the provisions of EPF & Miscellaneous Provisions Act, 1952. The agency shall obtain inspection report from inspector RPFC office for the period of the contract for this work and shall submit to CHB as a proof of EPF contribution after which the security shall be released.
- 1.9 In addition to the conditions laid down in the Condition of Contract Document of Chandigarh Housing Board for release of security deposit, the contractor shall have to make compliance of the following:-
 - (i) To submit clearance from the RPFC regarding making compliance of the provisions of the EPF Act or otherwise as specified in the Tender Document

- (ii) To produce no due certificate from U.T. Electricity department Chandigarh in respect of Electricity consumption charges & from M.C.C. in respect of Water consumption charges, Advertisement Fee/Tax etc.
- 2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- (i) The rates quoted by the applicant in financial bid would be the payable rates to Chandigarh Housing Board. The agency shall be responsible for discharging its obligation arising out of this contract under the applicable/leviable taxes/cess as per the law of land.
- (ii) Any of the conditions and specifications mentioned in the tender documents.
3. The contract period for Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh as stipulated in the Bid Document in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh (2024-2026) shall be Two years and Two months. The period two months and two years for Development work & Maintenance work shall commence from the date on which site is physically handed over to the bidder. Renewal thereafter shall be at the discretion of the Chandigarh Housing Board and subject to such terms as the CHB may decide from time to time.
4. The Earnest Money deposited at the time of tender opening shall remain with CHB and shall be refunded after satisfactory completion of contract.
5. The bidder shall operate and maintain the roundabout to the entire satisfaction of CHB
6. In the event of the CHB considering it unavoidably and absolutely necessary, in the interest of public necessity/requirement to resume any site before expiry of two years & two months, they would do so after giving a minimum three months advance notice.
7. In case management of the roundabout as per this agreement is transferred from CHB to any other organization / department such as Municipal Corporation or Engg. Deptt. of U.T. Administration etc., this agreement will remain valid with the successor Department / Organization. The term CHB will be read as the name of successor Department / Organization.
8. The bidder shall pay to the concerned department the requisite Advertisement Fee/Tax in respect of the advertisement displayed on Roundabout if any, and shall submit its proof to the office of EE-VIII, CHB every month on regular basis.
9. The bidder shall not display or exhibit any picture/posture/statue or other articles in any part of the premises that are repugnant to the general standards of morality. The decision of the CHB in this regard shall be conclusive and binding on the agency/bidder.
10. The bidder shall ensure that the roundabout (Matka Chowk) is not used for playing games etc. which involves stakes/betting, playing cards etc.
11. The electricity bill and water charges for Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh shall be borne by the bidder and will be paid directly to the concerned authorities.

12. The possession of the entire structure along with fittings and fixtures provided roundabout (Matka Chowk) will be handed over to the CHB on the conclusion of the agreement without causing any damage.
13. The title of interest, ownership and rights with fixture/ fittings provided therein and the land allotted by the CHB shall vest with the CHB except that these will be operated and maintained by the bidder as agreed in this agreement.
14. In case of functional disruption of fittings and fixtures installed in the Roundabout (Matka Chowk) and/or loss due to theft or damage to the assets, the bidder shall be responsible for making good the same within 24 hours of its occurrence at its own cost.
15. Disputes if any, arising during the period of this agreement between CHB and the agency shall be referred to the sole arbitration of the Chairman CHB or a person nominated by him (The fact that the person so nominated is also an employee of CHB shall not be a bar on his acting as an Arbitrator, nor shall any of the parties have any objection to his nomination for the said reason). The decision of the Sole Arbitrator so appointed shall be final and binding on both the parties. The venue of Arbitration shall be at Chandigarh. All disputes are subject to Chandigarh Jurisdiction only.
16. Both the parties shall be at liberty to cancel this agreement at any stage after giving three months notice from either side if any find the project/arrangement not workable according to their aims and objectives.
17. The CHB shall have the right to cancel/revoke/terminate the agreement at any stage in case of breach of any of the stipulated terms and conditions by the agency or in case their performance is not found satisfactory. The CHB shall be entitled to terminate the agreement in case of any neglect or lapse on the part of the bidder in respect of the regular maintenance in a state of good repairs at the cost of bidder. In case of such termination of agreement no compensation whatsoever will be paid to the bidder. The performance guarantee and Earnest Money shall be forfeited in case of termination of the contract.
18. The work assigned to the bidder by the CHB shall not be transferred by the bidder to any person, trust, society or institution in any manner whatsoever at any time whether during or after the termination of this agreement.
19. The bidder shall be solely responsible for proper watch and ward for all 24 hrs.
20. The reserved license fee shall be increased by 10% every subsequent year to be rounded off to next nearest hundred e.g. if the license fee is Rs.25,000/- p.m. for the first year then the license fee shall be Rs.27,500/-p.m. for second year & so on.
21. The license fee shall be payable from the date roundabout (Matka Chowk) is physically handed over to the bidder. The roundabout (Matka Chowk) shall be handed over to agency after submission of the Performance Guarantee.
22. License fee due shall be paid not later than the 10th day of every month and failure to do so will attract an interest of 24% per annum. If the amount of unpaid license exceeds the amount of license fee for two months, the contract shall be cancelled & no compensation shall be paid to agency on this account.

23. The bidder shall execute the agreement within 15 days on the receipt of issuance of letter of award.
24. On the completion of the contract period, the bidder shall hand over the vacant possession of the roundabout (Matka Chowk) alongwith fixtures and fittings (as per list enclosed), inventory, structures in good working condition to the CHB within 24 hours and will not put any resistance failing which the premises shall be evicted and the CHB shall assume the occupation without any notice whereupon the bidder will have no claim.
25. If there is any dampness due to leakage etc. or any problem of water supply, the bidder will immediately rectify it. In case of any problem related to estate sewer / water supply / storm water drain, the bidder will pursue the matter with the concerned department to rectify the problem.
26. The bidder shall be solely responsible for proper maintenance of the roundabout (Matka Chowk) and the unmarked surrounding area for park /green space.
27. The payment of the monthly license fee or any outstanding due shall only be accepted/ entertained in the shape of Demand Draft/ RTGS in favour of Chandigarh Housing Board Chandigarh under intimation to Chandigarh Housing Board Chandigarh.
28. In case of any change proposed for improvement either by the applicant or by the department the same shall be allowed as mutually agreed.


Executive Engineer-VIII,
Chandigarh Housing Board,
Chandigarh.

Subject: Development and Maintenance of Roundabout (Matka Chowk) dividing
Sector 9, 10, 16 & 17 Chandigarh in lieu of advertisement rights allowed
in the Municipal Corporation Chandigarh.

LIST OF CIVIL, P.H. & ELECTRICAL FIXTURES & FITTINGS

Sr. No.	Item	Fixtures
1.	Water Meter 25mm with frame	1 No.
2.	Electric Junction Box	1 No.
3.	Electric Motor 5HP Submersible	1 No.
4.	PVC Dome Structure	1 No.
5.	G.I. fitting for Water Meter & fountain	As per site
6.	Electric Motor ½ HP	1 No.

Sub Divisional Engineer-Store
Chandigarh Housing Board
Chandigarh

DEVELOPMENT AND MAINTENANCE WORK OF ROUNDABOUT (MATKA CHOWK) DIVIDING SECTOR-9,10,16 & 17, CHANDIGARH TO BE CARRIED OUT BY THE AGENCY IN LIEU OF ADVERTISEMENT RIGHTS ALLOWED IN THE MC, CHANDIGARH. (ESTIMATED COST)						
PART-A	DEVELOPMENT WORK (ESTIMATED COST)					
S.NO.	DESCRIPTION OF ITEMS	ESTIMATED QTY.	UNIT	ESTIMATED RATE	ESTIMATED AMOUNT (Rs.)	
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10 Sqm on plan) including disposal of excavated earth, load up to 50m and lift upto 1.5m, as per directions of the Engineer-in-charge.	863.91	Cum	178.38	154104.00	
2	All kinds of soil.	288.06	Cum	715.00	205963.00	
3	Supplying and filling of good earth at site including royalty and carriage upto 5Km complete	5671.86	Sqm	1.51	8765.00	
4	Rough dressing the trenched ground including breaking clods.					
	Supplying and stacking at site dump manure from approved source, including carriage upto 5 km complete (manure measured in stacks will be reduced by 8% for payment) :					
	Screened through sieve of I.S. designation 16 mm	42.42	Cum	292.14	12393.00	
5	Mixing earth and sludge or manure in the required proportion specified or directed by the Officer-in-charge	42.42	Cum	36.53	1550.00	
6	Spreading of sludge, dump manure and/or good earth in required thickness as per direction of officer-in-charge (cost of sludge, dump manure and/or good earth to be paid separately)	42.42	Cum	52.61	2232.00	
7	Fine dressing the ground.	5671.86	Sqm	3.72	21099.00	

S.NO.	DESCRIPTION OF ITEMS	ESTIMATED QTY.	UNIT	ESTIMATED RATE	ESTIMATED AMOUNT (Rs.)
8	Grassing with Selection number one grass including watering and maintenance of the lawn for 60 days or more till the grass forms a thick lawn free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately)				
	With grass Turf	3827.56 Sqm	Sqm	13.37	51174.00
9	Supplying and stacking of Selection No 1 grass at site fresh and free from weeds having proper roots in green including loading ,unloading,carriage and all taxes paid etc and as per the directions of officer in charge	478.45 Sqm	Sqm	51.05	24425.00
10	Supply of ground cover				
	Durata Cubam Gold in P. bag. Size 9" Average.	25000 Nos	Each	5	125000.00
	Laltana Montevideensis Yellow	5900 Nos	Each	8	47200.00
	Ixora Coccinea in P. bag. Size 2'-0" Average.	300 Nos	Each	45	13500.00
11	Planting of trees, shrubs and hedge at site i/c watering and removal of unserviceable materials as per directions of the officer in charge (excluding cost of plants and water)				
	Shrub plants	300 Nos	Each	3.67	1101.00
	Hedge Plants	30900 Nos	Each	2.46	76014.00
12	Edging with bricks dry length wise including required excavation, refilling consolidating with hand packing and spreading surplus earth neatly within a lead of 50m: (Labour only)	653.10 Rmt	Mtr.	97.17	63462.00
13	Supply of Mali/Mazdoor for removal of old ground cover, red stone, bricks, planting of ground cover etc.	36.00 Nos	Each	413.00	14868.00

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Chandigarh Housing Board

SDE-Stores

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S.NO.	DESCRIPTION OF ITEMS	ESTIMATED QTY.	UNIT	ESTIMATED RATE	ESTIMATED AMOUNT (Rs.)
14	Supply of pesticide	25 Kg	Kg	100.00	2500.00
15	Supply of Fertilizer (Organic Khaad in 50 kg. bag) for grass area.	6.00 Bag	Each	900.00	5400.00
16	Carriage of building rubbish upto 8km for disposal of malba.	84.96 Cum	Cum	211.56	17974.00
	Total				848524.00
	Say Rs.				8,49,000.00

PART-B for Maintenance work for two years

i)	Maintenance of Roundabout for Two Years (Say Rs.)	29,65,000.00
ii)	Water Charges to be paid to the MC, Chandigarh through CHB during maintenance &. Development period of Two Years Two Months	10,40,000.00
iii)	Electrical Bill to be paid to UT Electricity Department through CHB during maintenance &. Development period of Two Years Two Months	3,90,000.00
	Net Total (Part-A+ Part-B)	52,44,000.00

[Signature]

Executive Engineer-VIII
Chandigarh Housing Board
Chandigarh

[Signature]

Sub Divisional Engineer-Stores
Chandigarh Housing Board
Chandigarh

[Signature]

EE-VIII

Chandigarh Housing Board

SDE-Stores

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Financial Bid

Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh as stipulated in this Bid Document in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh.

Description	Monthly License fee to be quoted by the agency (in Rs.)
Development and Maintenance of Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh as stipulated in this Bid Document in lieu of advertisement rights allowed in the Municipal Corporation Chandigarh.	
I/we here by agree to carry out the Development and Maintenance work on the Roundabout (Matka Chowk) dividing Sector 9, 10, 16 & 17 Chandigarh as per the scope of work, terms & conditions laid down in this Bid Document of the said work at own cost in lieu of the advertisement rights allowed to me/us as per the rules and regulations allowed in the Municipal Corporation Chandigarh in this respect and ready to pay Chandigarh Housing Board a net sum of Rs. (in words) Per month.	
Note:	
1.	The agency shall quote their offer including GST.
2.	*The quoted license fee shall be increased by 10% every subsequent year to be rounded off to next nearest hundred.
3.	License fee due shall be paid not later than the 10 th day of every month and failure to do so will attract an interest of 24% per annum.
4.	GST or all other Tax/Cess applicable in respect of this contract shall be payable by the agency directly to the concerned authority and Chandigarh Housing Board will not entertain any claim whatsoever in respect of the same. Proof in this regard shall be submitted to the CHB
Dated	Signature of the Agency/Bidder/contractor

Superintending Engineer-I
Chandigarh Housing Board,
Chandigarh.

Executive Engineer-VIII,
Chandigarh Housing Board,
Chandigarh.

This NIT containing 46 pages as per Index is hereby approved.

Chief Engineer,
Chandigarh Housing Board,
Chandigarh.