



**CHANDIGARH
HOUSING BOARD**

A CHANDIGARH ADMINISTRATION UNDERTAKING

8 JAN MARG, SECTOR 9-D
CHANDIGARH

BID DOCUMENT

FOR

REPAIR AND MAINTENANCE OF
ALMIRAH'S / COMPACTORS OF
CENTRAL RECORD ROOM, BLOCK-
C, CHANDIGARH HOUSING
BOARD, CHANDIGARH

Date of release /publishing of tender _____/2025



Website: <http://etenders.chd.nic.in/nicgep>. Tel: 0172-2511106


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PART-I



CHANDIGARH HOUSING BOARD
Notice Inviting e-Tenders

Executive Engineer-II on behalf of the Chairman, Chandigarh Housing Board Invites item Rate Tenders through e-Procurement process from the reputed firms/agencies who have executed similar nature of work for "Repair and Maintenance of Almirah's / Compactors of central record room, Block-C, Chandigarh Housing Board, Chandigarh" as per detailed specifications and other requirements as per terms and conditions of the bid document.

Estimated Cost: - Rs.1,34,712/-, Earnest Money: - Rs.2,700/-, Period of Completion:- 01 Month, Last date of submission of bid online is ____/____/2025, Last date of physical submission of bid & date of opening bid is ____/____/2025.

For detail Milestone dates of Electronic Tendering are given at the website <http://etenders.chd.nic.in/nicgp>. Tel: 0172-2511106, 0172-2511214

Executive Engineer-II
for & on behalf of Chairman
Chandigarh Housing Board,
Chandigarh

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Detail Regarding Tendering Process

E-Tendering Process

Name of work	Repair and Maintenance of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh		
Estimated cost:	Rs.1,34,712/-		
Period of completion	01 Months		
Name of the Employer	Chandigarh Housing Board		
Address 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 other bid documents on the web site.		
Milestone Dates			
Downloading of e-tender document	Start date:	/ / 2025 at	Hrs.
	End date:	/ / 2025 upto	Hrs.
Clarification regarding plans specifications schedule of quantities & set of terms	Start date:	/ / 2025 at	Hrs.
	End date:	/ / 2025 upto	Hrs.
Date of submission of e-tender	Start date:	/ / 2025 at	Hrs.
	End date:	/ / 2025 upto	Hrs.
Opening of technical bid (Online)	/ / 2025 at		Hrs.
Opening of price bid (Online)	To be intimated separately to all qualified bidders		
Bid validity period	75 days from opening of the technical bid.		
Earnest Money Deposit	<p>Earnest Money Deposit of Rs.2700/- 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 Earnest Money Deposit online.</p> <p>The amount of Earnest Money Deposit is refundable and adjustable.</p> <p>The Earnest Money Deposit 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</p>		



	slip on the web site.
Performance Security	<p>The contractor, whose bid is accepted, will be required to finish performance guarantee equivalent to 5% of total tendered value 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 up to 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> <p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 (days) beyond the date of completion of all contractual obligations of the bidder. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the Competent Authority, the performance guarantee shall be returned to the bidder, without any interest after adjustment of any dues complying the terms and conditions of the agreement.</p> <p>The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the CHB is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>Failure by the contract or to extend the validity of the Performance Guarantee as described here in above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.</p>
Extension of time, if any.	Authority to decide: Superintending Engineer
Security Deposit	2.5% of tendered value



LIST OF DOCUMENT TO BE UPLOADED BY THE BIDDERS

1.	Fee
	i) EMD
2.	Post Qualification /Technical
	i. Check List
	ii. Form 'A' Letter of Transmittal as per attached Performa in Section-II.
	iii. Form B Similar works during the last seven years
	iv. Form C Performance Report of works given in Form B.
	v. Affidavit as per Annexure-I regarding no criminal proceedings and confirmation that eligible similar works have not been got executed on back to back basis.
	vi. Certified copy of the power of attorney by the applicant in case of Non Consortium member as per Annexure II
	vii. Certificate of Registration under GST.
	viii. Copy of PAN
	ix. Certificate of registration with EPFO, ESIC if available.
	x. Any other document as specified in the bid document.
3.	Finance
	Financial Bid

NOTE: - Hard copies duly self attested of the documents except Financial Bid listed at Sr. No.3 above shall be submitted by the lowest bidder (L-1) to the Executive Engineer-II.



CHECK LIST TO ACCOMPANY THE 'ELIGIBILITY DOCUMENTS

S. No.	Description	Remarks
1.	Whether the Earnest Money as per the Notice inviting tender has been attached?	Yes / No
2.	Whether the Form 'A' Letter of Transmittal as per attached proforma in Part-II has been uploaded?	Yes / No
3.	Whether the Form 'B' - Details of similar works completed during last 7 years has been uploaded?	Yes / No
4.	Whether the Form 'C' - Performance Report of works referred to in Form-B has been uploaded?	Yes / No
5.	Whether the Affidavit as per Annexure-I have been uploaded?	Yes / No
6.	Whether the Power of Attorney as per Annexure-II has been uploaded?	Yes / No
7.	Whether any additional condition in tender has been quoted?	Yes / No
8.	Whether the Scanned copies of self attested documents related to E.M.D. & other eligibility document has been uploaded along with the Bid?	Yes / No
9.	Whether all the statements, documents, certificates, uploaded owning responsibility for their correctness/ authenticity have been signed?	Yes / No
10.	Whether the Copy of Certificate of Registration under GST or Undertaking as per Notice Inviting Tender has been uploaded?	Yes/ No
11.	Whether the Copy of PAN has been uploaded?	Yes / No
12.	Whether the Certificate of registration with EPFO and ESIC has been uploaded?	Yes / No

DECLARATION

I. _____ 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

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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
Bidder (s)

Signature of the
(Full name in capitals)

Designation



**CHANDIGARH HOUSING BOARD
NOTICE INVITING TENDER.**

1. Executive Engineer-II on behalf of the Chairman, Chandigarh Housing Board invites item **Rate Tenders** through e-Procurement process from the eligible manufacturer companies and their authorized dealers, firms, agencies for Repair and Maintenance of Almirah's / Compactors of central record room, Block-C, Chandigarh Housing Board, Chandigarh as per detailed specifications and other requirements as per terms and conditions of the bid document.

Name of work & Location	Estimated cost put to tender (In Lac)	Earnest Money (Rs.)	Time Limit	Last date & time of submission of Bid, copy of receipt of deposition of original EMD & other documents as specified in NIT	Time and date of opening of Technical Bid
Repair and Maintenance of Almirah's / Compactors of central record room, block-C, Chandigarh Housing Board, Chandigarh.	Rs. 1,34,712 /-	Rs. 2,700 /-	01 Month	/ / 2025	/ / 2025

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

- 1.2 Applicants who fulfill the following requirements shall only be eligible to apply.

- a) Should have satisfactorily completed during the last seven years ending last day of the month previous to the one in which tender is invited.
Three similar works each costing not less than Rs.0.54 Lakh or two similar works each of costing not less than Rs.0.81 Lakh or one similar work of costing not less than Rs.1.08 Lakh
- b) **'Similar works shall mean** Providing & Fixing of Compactors or Repair and Maintenance of Compactors.
Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to previous day of last day of submission of bid.



- c) Bidder shall have to furnish an affidavit as per Annexure-I as under :-
- Firm(s)/Contractors against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for post-qualification.
 - 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.
- d) GST registration Certificate is to be 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.
- e) Bidders are required to furnish details about their Company/firm/agency, experience, competence etc. as per the Performa. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.

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 Form 7. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement. However the definitions contained therein with regard to CPWD Department and other designated authorities may be read as under:-

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



- 3 In this document the following words and expressions have the meaning hereby assigned to them:

EMPLOYER means the Chairman, Chandigarh Housing Board, acting through the Executive Engineer.

BIDDER/TENDERER/FIRM/AGENCY/CONTRACTOR/APPLICANT means the individual, proprietary firm, firm in partnership, limited company private or public or corporation or Joint Venture Company.

"Year" means "Financial Year" unless stated otherwise. CHB/ Board means "Chandigarh Housing Board"

- 4 The time allowed for carrying out the work will be **01 Month** from the date of start from the first day of handing over of the site, whichever is later in accordance with the phasing manner, 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 The Site for the work is available.
- 6 Bid document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor whose bid may be accepted and other necessary documents, can be seen in the office of the Executive Engineer-II between 11.00 AM. & 3.00 PM from _____ 2025 to _____ 2025 every day except on Saturdays, Sundays and Public Holidays.
- 7 Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the Chandigarh Administration web site: <http://etenders.chd.nic.in/nicgp>.
- 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 lowest bidder within week in the office of the tender opening authority.
- 8 Notice Inviting Tender for execution of this work can be downloaded from Chandigarh Administration web site <http://chandigarh.gov.in>. Bid document shall not be available on Chandigarh Administration website after the stipulated date & time for downloading
- 9 Earnest Money amount will have to be deposited as mentioned in Detail Regarding Tendering Process in shape as prescribed.
- 10 The bid submitted shall become invalid if:
- a) The bidder is found ineligible.



- b) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
- c) Any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
- d) ~~A tenderer does not quote any percentage above/below on the total amount of the tender or any section / sub head in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.~~
- ~~11. 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.~~
- 12 The department reserves the right to reject any or all the prospective applications without assigning any reason and/or to restrict the list of qualified contractors to any number as deemed suitable by it, if too many bids satisfying the laid down criteria have been received.
- 13 The bidder, whose tender has been accepted, will be required to furnish 'Performance Guarantee' as mentioned in Detail Regarding Tendering Process.
- 14 The description of the work is as follows:
"Repair and Maintenance of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh".
Documents pertaining to the works will be open for inspection by the Tenderers at the office of the concerned EE of CHB. Tenderers are also advised to carefully inspect and examine the site and its surroundings and satisfy themselves, before submitting their tenders, as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. CHB will not accept any liability arising later on consequent to any misunderstanding or otherwise on the part of the tenderer. The tenderer shall be responsible for arranging and maintaining, at his own cost of all materials, tools & plants, water, electricity access, facilities for workers and all other services required for execution of the work unless otherwise specifically provided for in the contract document. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. if any are issued to him by the CHB and local conditions and other factors having a bearing on the execution of the work.
- 15 The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including



that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.

- 16 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 17 The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 18 The contractor shall not be permitted to tender for works in the CHB. (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Chandigarh Housing Board. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 19 No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the bid or engagement in the contractor's service.
- 20 The tenders for the work shall remain open for acceptance for a period of 75 days from the opening of the technical bid.
 - i. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest Money absolutely irrespective of letter of acceptance for the work is issued or not.
 - ii. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the CHB shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest Money absolutely irrespective of letter of acceptance for the work is issued or not.



- iii. In case of forfeiture of earnest Money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
- 21 This 'Bid Document' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.
- ~~b) General condition of contract for Central PWD works-2023, tender form of CPWD-7 as amended from time to time issued up to the last date of receipt of tender or other Standard C.P.W.D. Form as applicable.~~
- 22 The intending bidders are required to update their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (Phone no *0172-2511106 (EE-II), 0172- 2511169 (Sh. Sukhwinder Singh). The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.
- 23 In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 24 Any incorrectness/ deviation if noticed in the documents submitted by the agency, the same shall be viewed seriously and apart from cancellation of the work/tender, forfeiture of EMD, Criminal action will be initiated including suspension of business.
- 25 The tenderer is liable to be blacklisted as per policy of Chandigarh Administration 2009 and the EMD will be forfeited if he has been found to have misled or has furnished false information in the forms / statements / certificates/online information submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works etc. etc. Further, if this contract has been awarded, the same shall be



- rescinded including forfeiture of EMD and Performance Guarantee.
- 26 Any contractor offering lower rates after the opening of tenders shall be liable to be black-listed.
 - 27 All disputes concerning in any way with this work are subject to Chandigarh jurisdiction only.
 - 28 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment/ Addendum.
 - 29 Any addendum/ amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
 - 30 To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
 - 31 The Executive Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
 - 32 If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
 - 33 If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements/ formats or quantities the tender will be rejected.
 - 34 Bidder shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
 - 35 The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
 - 36 The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the Board. The Board reserves the right to call for additional information & clarification of information submitted by the Tenderer.
 - 37 The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the Board in no case will be

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responsible or liable for these costs, regardless of the conduct or out come of the process.

- 38 During execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated
- 39 The department reserves the right to reject any prospective application without assigning any reason.



PART-II

DOCUMENT RELATED

TO

ELIGIBILITY CRITERIA

AND

OTHER RELATED DOCUMENTS



SECTION - II

Forms and Annexure



BASIC INFORMATION

Sl.	Particulars	
	(Please enclose supporting documents)	
1	Name of the company and their authorized dealers, firms, agencies	
2	Type of Organization - Whether Proprietorship, Partnership etc. (Please enclose related documents)	
3	Name of the Proprietor/Partners/Directors in the organization	
4	Details of Registration (Firm, Company etc.) (Registering Authority, Date, Number etc.)	
5	Experience in the respective field of work (Please enclose supporting documents)	
6	a) Registered office address and telephone no. b) Mail address/ Mobile No c) Office address through which the work will be handled in Chandigarh,	
7	PAN NO.	
8	GST No.	
9	Certificate from International organization for standardization (ISO) in manufacturing of office furniture items	
10	Indicate if involved in any litigation, arbitration or any civil suit pending in any of the works executed during last 7 years/ being executed. If yes, please furnish the name of the project & employer, nature of work, contract value, work order and date & brief details of litigation. Attach a separate sheet, if required	
11	Kindly mention along with relevant details, if your firm/ agency/ company is blacklisted/ debarred by any Government agency	

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)



Form-A

LETTER OF TRANSMITTAL

From:

To

Executive Engineer-II,
Chandigarh Housing Board,
Chandigarh.

Sub: Submission of Bid for the work "Repair of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh."

Sir/Madam

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

1. I / We hereby certify that all the statements made and information supplied in the enclosed Forms B to C and accompanying statement are true and correct.
2. I / We have furnished all information and details necessary for 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	Owner or sponsoring organization	Reference of performance certificate
1			
2			
3			

Certificate:-

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

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[illegible]

SIGNATURE OF BIDDER(S)

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FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

1.	Name of work/Project & Location	
2.	Agreement No.	
3.	Estimated Cost	
4.	Tendered Cost	
	i. Allotted Amount	
	ii. Actual completed cost	
5.	Date of Start	
6.	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion.	
7.	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.	
8.	Performance Report	
	1) Quality of Work	Outstanding/Very Good/ Good / Poor
	2) Financial soundness	Outstanding/Very Good/ Good / Poor
	3) Technical Proficiency	Outstanding/Very Good/ Good / Poor
	4) Resourcefulness	Outstanding/Very Good/ Good / Poor
	5) General behavior	Outstanding/Very Good/ Good / Poor

Dated:

Executive Engineer-II or Equivalent

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ANNEXURE-I

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

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

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

1. I/We in the name and style of _____ submitted bid for "Repair of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh."
2. The undersigned hereby certify that there are no criminal proceedings pending/ongoing in any court of law regarding any construction project executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent

VERIFICATION:

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

Place: _____
Dated: _____

Authorized Signatory of
firm/Deponent



ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY-by all individual Applicants

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

Dated: _____

To whomsoever it may Concern

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our request for qualification of work _____, 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 executants (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 executants (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 executants (s)

✓
EE-II

✓
SDE-I

✓
HDM-II



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

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



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

3. 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 Repair and Maintenance of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Sector-9-D, Chandigarh hereinafter referred to as the "Contract").

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

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

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

Articles

Article 1: Commitment of the Principal

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



- (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to a Bidder(s) the same information and we not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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



along with the first manufacturer in a subsequent/ parallel tender for the same item.

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

Article 3: Consequences of Breach

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

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



Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

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



Article 8- Legal and Prior Rights

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

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

(For and on behalf of Principal)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1
(Signature, name and address)

2
(Signature, name and address)

Place:

Dated :

Note: To be signed by the Bidder and the Engineer-in-Charge.

Executive Engineer-II,
Chandigarh Housing Board
CHANDIGARH.

EE-II

SDE-I

HDM-II



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 'Repair and Maintenance of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh' terms and conditions set out interracial in contract/Award No. _____ valued at Rs. _____ only)

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

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

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

Name

Designation

WITNESS:

1.

2.

EE-II

SDE-I

HDM-II



PART-III

FINANCIAL BID

Special Conditions and other
related documents for submission
of Financial Bid





INSTRUCTIONS FOR CONTRACTORS

1. Tender to be witnessed at page No. 37-38 of Tender Documents.
2. The tender/ tenders containing conditions contrary to those specified in this document shall be summarily rejected.
3. In Financial Bid - 'A' appended to the Tender Documents, the %age rate must be filled both in words and figures. Accordingly, the overall quoted amount of the tender should be worked out.
4. The contractor(s) shall quote the rates inclusive of GST keeping in mind special contract conditions and particular specifications enshrined under the Bid Document etc.



PART- A

FORM- 7



C.H.B- 7

CHANDIGARH HOUSING BOARD

STATE	U.T. ,Chandigarh	CIRCLE	I
BRANCH	Civil	DIVISION	II, CHB
ZONE	Chandigarh	SUB DIVISION	I

ITEM RATE TENDER & CONTRACTS FOR WORKS

4. A Tender for the work "Repair and Maintenance of Almirah's / Compactors of Central Record Room, Block-C, Chandigarh Housing Board, Chandigarh."

To be opened in presence of tenderers who may be present at _____ Hours on _____
2025 in the office of Executive Engineer-II, Chandigarh Housing Board, Chandigarh.

Downloaded by _____ (contractor)

TENDER

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

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

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

A sum of Rs.2,700/- is hereby 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 furnish the prescribed performance

EE-II

SDE-I

HDM-II



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 in the agreement.

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

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

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

Signature of the contractor

Dated _____

Postal Address

Witness: _____

Address: _____

Occupation: _____

EE-II

SDE-I

HDM-II



ACCEPTANCE

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

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

- a)
- b)
- c)

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

Signature

Dated

Designation



**Mile stone Programmer
(In Physical Terms)**

S. No.	Description of Milestone (Physical)				Time allowed in Days (from date of start)	Amount to be with-held in case on non achievement of respective milestone.
1 st 20 Days						
1	S.No.	Description	During the period	Cumulative		
	1.	Repair & Maintenance of Almirah's/ Compactors	50%	50%	20 Days	2.25% of Tendered Amount
2	Next 10 days					
	S.No.	Description	During the quarter	Cumulative		
	1.	Repair & Maintenance of Almirah's/ Compactors	50%	100%	30 Days	2.75% of Tendered Amount



Part B

I - General / Specific Conditions, Specifications



General/Specific Conditions as applicable.

1.0 General

- 1.1 Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the "CPWD specifications/IS codes.
- 1.2 Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard applicable to the work at site.
- 1.3 ~~Samples including brand/ quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.~~
- 1.4 The contractor, his agents/ representative, workman etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.5 Contractor shall take all precautionary measure to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.6 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part.
- 1.7 ~~The material should comply all Green Building norms as per IGBC.~~
- 1.8 ~~The bidder to check all structural requirements for the complete safety of the building for which the structural drawings of the building will be made available.~~
- 1.9 The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.
- 1.10 ~~Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same.~~
- 1.11 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
- 1.12 All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.



- 1.13 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.14 The contractor shall be responsible for the watch and ward / safety of all fittings and fixtures provided by him against pilferage and breakage during the period, of installations and thereafter till items/articals physically handed over to the department. No extra payment shall be made on this account.
- 1.15 The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.16 For construction works which are likely to generate malba / rubbish to the tune of more than a tempo / truck load, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
- 1.17 The rates for all items of work shall unless clearly specified, include the cost of labour, materials and other inputs involved in the execution of the items.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

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



- If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, or CE CHB.
- In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.
- Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
- 1.22 The competent authority on behalf of CHB reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 1.23 The Board reserves its right to bifurcate the work between one or more agencies and further reserves its right to withdraw a part of a work of a particular item at any stage during the execution of work without prejudice to the right of the Board to recover, liquidated damages under various provisions of the contract agreement.
- 1.24 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. However the payment to the contractor under running/final bills shall be governed by actual quantities of the various items executed at site at the rate quoted by the agency.
- 1.25 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.
- 1.26 Deduction on account of Income Tax shall be made at the rate prescribed by law from the gross payment due to the contractor in accordance with section 194 C of Income Tax Act 1961, in force.
- 1.27 For the materials other than mentioned in the list of the approved makes in this Document, preference will be given to the ISI marked materials.
- 1.28 The rates should be inclusive of cost of material, machinery, fuel, lubricant & labour complete and shall be firm and nothing extra shall be payable over and above.
- 1.29 Nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.
- 1.30 All T&P required for the labour will have to be arranged by the agency.
- 1.31 The bidder shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and Specifications taken together whether the same may or may not be particularly shown Or described there in provide that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in



- writing, Refer the same to the Engineer-in-Charge whose decision shall be final and binding.
- 1.32 The bidder shall engage necessary qualified person for 'Providing & Fixing/Maintenance of Compactors etc.' for full time supervision of site at his cost during the execution of the work for attending to day to day affairs. He shall keep record of daily work schedule and keep inform the progress to the Engineer-in-Charge on daily basis till completion of project.
- 1.33 No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
- 1.34 Any material left at the site one month after completion of work shall be become the property of the department and no payment shall be made to the contractor for the material.
- 1.35 The provision of labour shall have to be made available on requisition in time as per exigencies of work. ~~Any undue delay in the matter will be considered as breach of contract and will be dealt accordingly. The executing agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. In case, on requisition, labour is not provided within a period of six working days, an amount of Rs.500/- per day per labour will be deducted from the amount payable to the executing agency.~~
- 1.36 The claims in bills regarding wages/ salary, Employees state Insurance, Provident Fund, EDLI etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of CHB.
- 1.37 The executing agency shall maintain all statutory registers under the applicable law. The executing agency shall produce the same, on demand, to the concerned authority of Chandigarh Housing Board or any other authority under law.
- 1.38 In case, the executing agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigarh Housing Board is put to any loss/obligation, monetary or otherwise, the Chandigarh Housing Board will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 1.39 Justified amount (X) shall be worked out by the Board at the time of award of work while analyzing the bids received. The allotment amount (excluding escalation) (Y) shall be at a %age $O = (Y - X)/X$ above or below the said justified amount which will be called 'original %age above or below' as the case is.
Revised justified amt (X'), on the same parameters as worked out at the time of award of work, shall be worked out at the time of every bill with the actual quantities. The actual amount of work (excluding escalation) (Y') at the time of every Bill shall be at a %age $A = (Y' - X')/X'$ above or below the said revised justified amount which will be called "actual %age above or below" as the case is.
Suitable reduction will be made in the running/final bill, in case the "actual %age" (A) exceeds the "original %age" (O) so that the "actual %age remains at par or with in the "original %age".
- 2.0 Unless otherwise specified in the schedule of quantities, the rates for respective items shall be all inclusive and apply to the following: -
- The rates quoted by the applicants in the Financial Bid should be inclusive of GST and all other taxes/levies and Cess as per Building & other construction Workers Welfare Cess ACT 1996 as extended to Chandigarh vide notification dated 17.09.2009. Nothing extra on this account shall be paid.
 - All lifts & all heights, floors including terrace, leads and depths.
 - All labour, material, tools and plants and other inputs involved in the execution of the item.
 - Any of the conditions and specifications mentioned in the tender documents.



- v. Any legal or financial implications, if any.
- vi. Performance test of the entire installation(s) before the work is finally accepted.
- vii. All incidental charges for cartage, storage and safe custody of materials brought to site.

3.0 TESTING OF MATERIALS

- 3.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Engineer-in-Charge during the execution of the work and to his entire satisfaction.
- 3.2 Any damage (during the execution of works) to any part of the work for any reasons due to rain, storm or neglect of contractor shall be rectified by the bidder in an approved manner at no extra cost.
- 3.3 The work Should be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.
- 3.4 The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-contractor and any damage caused must be made good by the contractor at his own expenses.
- 3.5 The contractor under this contract binds himself to use first class materials. Quality of workmanship shall be of the highest order befitting the nature of the project. All work not up to the standard shall be summarily rejected and the Contractor will be required to dismantle the defective work and redo the work at his own cost and risk. The decision of the employer regarding the quality/standard of workmanship shall be final and binding on the contractor.
- 3.6 Bidder shall procure all factory made materials for the work from manufacturer or authorized dealers directly. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all material of approved make and quality in sufficient quantities at site to enable him to complete the entire work in the stipulated period.

4.0 SECRECY

- 4.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.



- 4.2 The contract is confidential and must be strictly confirmed to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- 4.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work/works or the earlier determination of the contract.

5.0 PROGRAM CHART: -

- 5.1 The work has to be completed in stages as indicated in the Milestones under Detail regarding Tendering Process.
- 5.2 The program chart should include the following:
a) Descriptive note explaining sequence of various activities.
- 5.3 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
- 5.4 The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.

6.0 MEASUREMENT

- (i) As per General Specifications/IS Code.

7.0 TOLERANCES - As per General specifications/ IS Code.

8.0 RATES:-

- (i) The rate includes the cost of materials, fuel, lubricant, labour and T&P, including placing, transportation involved in all the operations nothing extra shall be payable over and above.
- (ii) The bidder must include all duties royalties, other taxes or local charges if applicable including GST. No extra claim on this account will in any case be entertained.

9.0 ARBITRATION :

- (i) Any dispute of differences arising out of the contract which cannot be amicably settled between the Contractor and the CHB shall be decided as per arbitration rules.
- (ii) For arbitration, the venue shall be CHB. In the event of any dispute arising between CHB and the Contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the



said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to Chief Engineer CHB who may himself act as sole arbitrator or may name as sole arbitrator an officer of CHB OUTSIDE of CHB notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

- (iii) The Contractor expressly agrees that the arbitration proceedings shall be held at Chandigarh.
- (iv) The proceedings of arbitration shall be in English language.
- (v) In case any Contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Chandigarh shall have the Jurisdiction.
- (vi) The award of the Arbitrator shall be binding upon the parties to the dispute. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

10.0 EXTENSION

- (i) The date of the completion of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the completion must be completed not later than the dates specified therein. Extension in completion period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract completion period and accepted by the consignee, such deliveries will not deprive the CHB of the right to recover Liquidated Damages.
- (ii) In case the Contractor fails to supply the goods/services against the order, the same shall be procured from other Contractors at the cost and risk of the Contractor and the excess money will be recovered from any dues of the party.
- (iii) For late deliveries, as liquidated damages, a sum equal to 5% of the price of any goods/services not delivered or total order value in case where part completion is of no use to an CHB, for a week or part of a week subject to maximum limit of 5% of the total order will be recovered from the Contractor. The Institute also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Contractor for future purchases.

11.0 Security deduction and Performance guarantee:

- (i) Security Deposit (SD): Security deposit @2.5 % of the tender amount shall be deducted from each running/final bill and will be refunded after expiry of guarantee /warranty period in accordance with the terms of the contract.
- (ii) VALIDITY OF PERFORMANCE SECURITY Successful bidder is required to submit Performance Bank Guarantee for a value of 5 % of value of contract with validity up to contract period plus 2 months for final handing over of entire work after expiry of guarantee /warranty period.



12.0 Delay in completion penalty:

- (i) Penalty: For delay in completion of work, penalty will be levied @1% (one percent) per week or part thereof but limited to a max of 5% (Five percent) of the value of the accepted tender. Penalty shall be deducted at the time of payment.

~~13.0 Drawings~~

- (i) ~~Agency shall submit all necessary drawings of furniture/equipment with make/model number/ part number etc., installation arrangement with drawings for CHB approval being supplied.~~

14.0 DEFECT LIABILITY/ GUARANTEE /WARRANTY:

14.1 Defect Liability/ Guarantee /Warranty period is One(01) Year. The contractor shall be responsible for removal of all defects in the work during the guarantee/warranty period of 01 year at his own cost and to the satisfaction of the Engineer-in-Charge. The Defect Liability/ Guarantee /Warranty period shall commence from the date of completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

14.2 The contractor will also be required to carry out his own inspection during the guarantee/warranty period and attend to any defect taking place during this period.

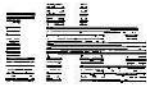
14.3 However, if any failure is noticed during this period which is attributable to poor quality of material and bad workmanship, the contractor will be required to rectify the same at his own cost, failure of which the department will be at liberty to get the defects rectified at the risk & cost of the contractor from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the contractor from the Retention Money together with any expenses the Employer may have incurred in connection there with.

14.4 All loose furniture items brought at site shall be kept in wrappers (polythene) sheets to avoid any damage to the item. All materials to be insect and vermin free.

14.5 Competent Authority to decide the followings:-

- | | | |
|-------|--|-----------------------------------|
| (i) | Extension of time Without levy of compensation | Executive Engineer |
| (ii) | Extension of time With levy of compensation | Superintending Engineer |
| (iii) | Rescheduling of mile stones | Superintending Engineer |
| (iv) | Shifting of date of start in case of delay in handing over of site | Superintending Engineer |
| | Maximum amount to be withheld in case of non-achievement of milestones | 5% of tendered value of the work. |

The amount shown against that milestone shall be



withheld, to be adjusted against the compensation levied. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Competent authority for deciding reduced rates.

Superintending Engineer

Compensation for delay

Decision to levy or not to levy compensation or liquidated damages for slow progress or non-completion of work in stipulated time.

Superintending Engineer,
CHB

(i) Compensation for delay of work With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value

Settlement of Dispute by Conciliation and Arbitration:

CEO, CHB Conciliator

14.6 Settlement of Disputes & Arbitration

Clause 25: Settlement of Conciliation and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the Proforma prescribed, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue.



Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated for appointment of Arbitrator. However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub clause 25.1 above. In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators:

(b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked either at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30



days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), *ibid* in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 298 of the said Act shall apply.

25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE(TLC)/CSO/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.



25.7 Place of Arbitration: The place of arbitration shall be Chandigarh. However, the Arbitral Tribunal may decide the place in consultation with both the parties.

25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.

25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any art of the Arbitral award.



APPOINTMENT OF ARBITRATOR

To

The Chief Engineer,
Chandigarh Housing Board
Chandigarh

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signature of the applicant
(only the person/authority who
signed the contract should sign)



FORMAT OF GUARANTEE BOND

(To be executed On Judicial Stamp paper worth Rs. 100/- between Contractor, Manufacturer & Engineer-in-charge of the work)

GUARANTEE BOND

This agreement made this _____ day of _____ between M/s. _____ & M/s. _____ (hereinafter called the Guarantors which expression shall include where the context so admits the representative successors or his/its assignees of the one part) and the Engineer-in-charge on behalf of Chandigarh Housing Board, Chandigarh constituted under Section-III of the Haryana Housing Board Act, 1971 as extended to the Union Territory, Chandigarh having its principal office at 8 Jan Marg, Sector 9-D, Chandigarh (hereinafter called the Board which expression shall unless repugnant to the context or meaning thereof including its successor and assignees of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Sub Contract) dated _____ made between the Guarantors of the one part and Board of the other part, whereby the contractor & manufacturer, inter alia, undertook to render the buildings and structures and supply of automatic glass door shutter conforming to the prescribed specifications. Wherein, the material in question have been used in between Block No. _____ Unit No. _____ at _____ (Location) during the period between _____ to _____ at the site of work.

And whereas the Guarantors agreed to give a guarantee to the effect that the said material will remain defect free for the next one year to be reckoned from the date of completion of the work under the contract Agreement No. _____ dated _____.

During this period of guarantee, the Guarantors shall make good all manufacturing defects and for that matter, shall replace at his risk and cost such defective material(s) as observed to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other Contractor/ manufacturer at the Guarantor's cost and risk, and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the Guarantors shall be final and binding.

That if the Guarantors fails to replace the defective material(s) or commits breaches hereunder then the Guarantors will indemnify principal and his successors against all loss, damage cost, expense or otherwise which may be incurred by him by reason of any default

✓
EE-II

✓
SDE-I

✓
HDM-II



on the part of the Guarantor in performance AND OBSERVANCE OF THIS SUPPLEMENTAL AGREEMENT. As to the amount of loss and/or damage and/or cost incurred by the Board, the decision of the Engineer-in-charge will be final and binding on the parties. In case of failure to replace the defective material, in addition to the recovery, stated here, the Guarantors and the Contractor shall be black listed.

In witness whereof these presents have been executed by the Obligor _____ and by for and on behalf of the Chairman, CHB on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of

1.

2. (Contractor)

2. (Manufacturer)

Signed for and on behalf of The Chairman, CHB by EE-II in the presence of.

1.

2.

Note :- This Guarantee Bond shall be signed by the manufacturers individually, if the manufacturer of door/window shutters are different agencies.

SCHEDULE OF QUANTITIES FOR THE WORK "REPAIR AND MAINTENANCE OF ALMIRAH'S / COMPACTORS OF CENTRAL RECORD ROOM, BLOCK-C, CHANDIGARH HOUSING BOARD, CHANDIGARH."

S. No	Qty	Unit	Rate to be quoted by the agency inclusive of GST	Amount (incl.GST)
1	20 Nos.	Each		
2	10 Nos.	Each		
3	68 Nos.	Each		
Total Amount				
* Note: Agency is to quote the item rate in figure and words. Rate is to be quoted up to two digits after decimal.				
	Signature of the Bidder (s)			
	Dated			

This NIT containing 57 pages is hereby approved.

Executive Engineer-II
C.H.B. Chandigarh

Superintending Engineer-I
CHB, Chandigarh

Chief Engineer
Chandigarh Housing Board
Chandigarh.