



## BID DOCUMENT

**Replacement of 88 Nos. of batteries for 2 X  
160 KVA UPS installed in Office Building  
Block-B, CHB, Chandigarh.**

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## CHANDIGARH HOUSING BOARD

### TENDER NOTICE

#### Notice Inviting Bids on GeM Portal

Executive Engineer-V (Elect.) on behalf of the Chairman, Chandigarh Housing Board, Chandigarh invites Bids on GeM portal [https:// gem.gov.in](https://gem.gov.in) from the OEM's/Authorised Dealer/Reputed Firms for Supply, Installation, testing of 12V, 150Ah, VRLA, SMF batteries of approx. size 557mm x 172mm X 240mm with positive terminal flat plate for the 2x160kVA UPS system with old batteries buy back complete in all respects to the entire satisfaction of Engineer-in-Charge as per scope of work and Terms & Conditions mentioned in the bid document for the work **Replacement of 88 No's of Batteries for 2 x 160KVA UPS installed in Office Building Block-B, CHB, Chandigarh.**

Estimated cost **Rs. 9,37,200/-** (With buy back value of old batteries), Earnest Money: **Rs.19,000/-** Period of Completion: - **30 Days**, Last date of submission of bid online is   /  /  2026, Date of opening bid online is   /  /  2026.

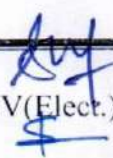
For detail Milestone, dates of Electronic Tendering are given at the website [https:// gem.gov.in](https://gem.gov.in) Tel: 0172-2511125


(Bid No/ GEM/2026/B/                      dated                      -2026)

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

Note:-

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

  
EE-V(Elect.)

  
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**Detail Regarding Tendering Process**

Name of work	Replacement of 88 Nos. of batteries for 2 X 160 KVA UPS installed in Office Building Block-B, CHB, Chandigarh
Estimated annual value of contract with GST	Rs. 9,37,200/- (With buy back value of old batteries).
Period of Contact	30 days
Name of the Employer	Chandigarh Housing Board
Address of the Employer	8 Jan Marg, Sector 9 D Chandigarh
Mode	E-Bidding on GeM Portal
Website	<a href="https://gem.gov.in">https:// gem.gov.in</a>
Bid validity period	Seventy Five (75) days from the last day of receipt of Technical Bid.
End Date of submission of e-Bid	As per GeM
Opening date of technical bid	As per GeM
Announcement of technically qualified bidders	Technically qualified bidders will be intimated after evaluation.
Date and time for Opening of price bid	As per GeM
All conditional Bids and offers	Rejected/will be treated as non-responsive bids, if any.
Scoring Method	L-1 bidder
<b>Exemption from EMD to MSE/Startups</b>	<b>NO,</b> <b>The bidder have to deposit EMD of Rs.19,000/-</b> <b>Any bid submitted without a valid EMD shall be summarily rejected at the first stage, without undergoing technical evaluation. No EMD shall be accepted at a later stage.</b>
Earnest Money Deposit	Rs.19,000/- may be deposited by bank-to-bank transfer using SBI MOPS or RTGS/NEFT transfer through the GeM portal <a href="https://gem.gov.in">https:// gem.gov.in</a> . Bank detail is as under:
Bank	State Bank of India(SBI)
Bank Branch	SBI, Sector 9-D, Chandigarh Housing Board Branch Chandigarh.



Bank Account No.	37930971006
IFSC Code	SBIN0010604
	<p>Bidder can submit their bid only after depositing Earnest Money Deposit online. The bidder must upload the copy of UTR No/ Transaction slip on GeM. 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>
Performance Security to be submitted within Fifteen (15) days from date of the issue of notification of award	<p>The contractor, whose bid is accepted, will be required to furnish performance guarantee Five percentage of the tendered amount within the period of Fifteen (15) days. This guarantee shall be in form of Insurance Surety, Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form with validity of 38 months.</p> <p>The said amount will be returned without any interest to bidder after satisfactory Completion of AMC period. In the event of default or not carrying out the contracted services, as per terms and condition of the tender, the amount of security deposit will be forfeited</p>
Duration of Performance guarantee required (Months).	38 Months

Pre-Qualification Criteria

S. No.	Eligibility Criteria	Documents Required
1.	Earnest Money Deposit	Proof of EMD deposit to be uploaded.
2.	The bidder should have office / Service Centre in Tri city Chandigarh/SAS Nagar (Mohali)/ Panchkula.	A proof to the effect must be uploaded.
3.	<p>Past Experience of Similar Services: Agency should have satisfactorily completed similar nature of works during the last three years ending last day of the month before the one in which tender is invited.</p> <p>Three similar works each costing not less than 40% or two similar works each of costing not less than 50% or one similar work of costing not less than 80% of the</p>	Documentary Evidence to be uploaded in Form-B.



	Estimated Bid value for similar nature of completed work	
4.	Performance of eligible completed work. Agency must provide performance evaluation report from the organization where satisfactory services were rendered on letter head of the organisation/Deptt.	Documentary Evidence to be uploaded as per format - Form-C
5.	The bidder should be registered with appropriate tax authorities such as GST, Income Tax etc.	Copy of GST and PAN card to be uploaded with bid.
6.	Affidavit to be submitted by the applicant along with other documents	The bidder must upload the followings as per format with bid: - ANNEXURE-I (regarding no criminal proceedings pending) ANNEXURE-II (POWER OF ATTORNEY)
7.	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 as per format - ANNEXURE-IV

IMPORTANT NOTE : The bidder must ensure that the copies of all above documents of pre-qualification criteria are uploaded on GeM as per the order/sequence.



<b>Initial criteria for Eligibility for tender.</b>	
1.	The OEM's/Authorised Dealer/Reputed Firms/ company/ agency/ bidder who fulfill the following requirements shall only be eligible to apply.
a)	Should have 3 years of experience of supply of batteries to any Central / State Govt. Organization/ PSU / Public Listed Company etc. The existence of the firm/ business entity for at least three years.
b)	Should have satisfactorily completed similar nature of works during the last three years ending last day of the month before the one in which tender is invited.  Three similar works each costing not less than 40% or two similar works each of costing not less than 50% or one similar work of costing not less than 80% of the Estimated Bid value for similar nature of completed work.  Similar work shall mean 'Experience of "Supply of Batteries"'
c)	Should have office / Service Centre in Tri city Chandigarh/SAS Nagar (Mohali)/ Panchkula. A proof to the effect must be furnished.
d)	The company/ firm/ agency/bidder, against whom any criminal proceedings are pending in any court of law relating to any project executed by the firm, shall not be considered for post-qualification.  To become eligible, for e- tendering, the tenderer shall have to furnish an affidavit as per Annexure-I.
e)	Should have valid GST No (copy of GST Registration Number to be provided)
Note	All the documents shall be duly attested & counter signed by the agencies.
2.	The time allowed for carrying out the work will be 30 Days.
3.	Earnest money amount will have to be deposit as mentioned in Detail Regarding Tendering Process in shape as prescribed.
4.	Downloading and submission of Tender including Financial Bid will be done by e-Procurement process through the GeM portal <a href="https://gem.gov.in">https:// gem.gov.in</a>  The agency shall upload Scanned copy of documents (duly attested and counter signed by agency) related to "Earnest Money Deposit" and 'Eligibility Documents'.  However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.
5.	The bid submitted shall become invalid if



	a)	The bidder is found ineligible.
	b)	The bidder does not upload scanned copies of all the documents stipulated in the bid document.
	c)	If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
	d)	If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
	e)	Before proceeding further with the e- Procurement process, Earnest Money shall be opened first and 'Eligibility Document' of those agencies whose Earnest Money found in order shall be opened in the office of EE-V(Elect.), CHB by the committee. i) 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. ii) <b>Any bid submitted without a valid EMD shall be summarily rejected at the first stage, without undergoing technical evaluation. No EMD shall be accepted at a later stage.</b>
6.		The contractor, whose tender has been accepted, will be required to furnish 'Performance Guarantee' as mentioned in Detail Regarding Tendering Process. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
7.		The description of the work is as follows: Replacement of 88 Nos. of batteries for 2 X 160 KVA UPS installed in Office Building Block-B, CHB, Chandigarh.
8.		The competent authority on behalf of the Chairman, CHB does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, the same shall be summarily rejected.
9.		Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10.		The competent authority on behalf of the Chairman, Chandigarh Housing Board reserves with himself the right of accepting the whole or any part of the



	tender and the tenderer shall be bound to perform the same at the rate quoted.
11.	No Engineer of Gazetted rank or other Gazetted officer employed in the Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Chairman, CHB in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Chairman, CHB as aforesaid before submission of the tender or engagement in the contractor's service.
12.	The tenders for the work shall remain open for acceptance for a period of Seventy Five (75) days from the last date of receipt of Bids.
13.	This 'Bid Document' shall form a part of the contract document. The successful tenderer/Bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
	a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as up loaded at the time of invitation of tender and the rates quoted on line at the time of submission of the Bid and acceptance thereof together with any correspondence leading there to.
14.	In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
15.	(i) The tenderer is liable to be blacklisted as per policy of Chandigarh Administration 2009. (ii) The EMD will be forfeited. If he has been found to have misled or has furnished false information in the forms / statements / certificates/online information submitted by him as proof in support of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts. Inordinate delays in completion of the works etc. etc. Further, if this contract has been awarded, the same shall be rescinded including forfeiture of EMD and Performance Guarantee.
16.	While execution of the work, if found that the contractor had produced false/fake certificates of experience he will be black listed and the contract will be terminated.
17.	All disputes concerning in any way with this work are subject to Chandigarh



	jurisdiction only.
18.	Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
19.	Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document.
20.	To give prospective Tenderer reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.
21.	The Executive Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer and selected for next stage of opening of Price Bid.
22.	If the technical bid of a Bidder is not satisfying any of the eligibility criteria it will be rejected by the Executive Engineer.
23.	If any alteration is made by the Bidder in the Bid documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
24.	The Executive Engineer will evaluate and compare the price bids of all the qualified Tenderer.
25.	The Bidder is advised to attach any additional information, which he thinks to be necessary in regard to his capabilities. No further information will be entertained after submission of application unless it is called for by the Board. The Board reserves the right to call for additional information & clarification of information submitted by the Tenderer.
26.	The cost incurred by the Bidder in preparing this application, in providing clarifications or attending discussions/ conferences in connection with this document shall be borne by the Tenderer and the Board in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
27.	The CHB reserves the right to accept or reject any Bid and to annul the post-qualification process and reject all Bids at any time, without assigning any reason or incurring any liability to the Bidders.



## FORMS & ANNEXURE



Form-A

LETTER OF TRANSMITTAL

From:

To

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

Sub: Submission of Bid for the work REPLACEMENT OF 88 NO'S OF BATTERIES FOR 2 X 160KVA UPS INSTALLED IN OFFICE BUILDING BLOCK-B, CHB, CHANDIGARH

Sir/Madam

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

1. I / we hereby certify that all the statements made and information supplied in the enclosed Forms B to C and accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for post-qualification eligibility and have no further pertinent information to supply.
3. I / We submit the Following certificates in support of our suitability, technical know-how and capability for having successfully completed the following eligible similar works: -

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

Certificate: -

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

Enclosures:

Seal of bidder

Date of submission

SIGNATURE(S) OF BIDDER(S)

EE-V(Elect.)





FORM 'C'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM "B"

1.	Name of work/Project & Location	
2.	Owner or sponsoring organization	
3.	Agreement No.	
4.	Estimated Cost	
5.	Tendered Cost i. Allotted Amount ii. Actual completed cost	
6.	Date of Start	
7.	Date of completion	
(i)	Stipulated date of completion	
(ii)	Actual date of completion.	
8.	a) Whether case of levy of compensation for delayed has been decided or not.	
	b) if decided, amount of compensation levied for delayed completion if any.	
	c) Litigation/arbitration cases Pending/in progress with details	
9.	Whether the work was done on back to back basis (yes / no)	
10.	Performance Report	
	1) Quality of Work	Outstanding/Very Good/ Good / Poor
	2) Financial soundness	Outstanding/Very Good/ Good / Poor



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3)	Technical Proficiency	Outstanding/Very Good/ Good / Poor
4)	Resourcefulness	Outstanding/Very Good/ Good / Poor
5)	General behavior	Outstanding/Very Good/ Good / Poor

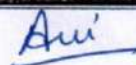
Certified that M/s ..... has completed the above work as per details mentioned above.

Dated:

Executive Engineer or Equivalent

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EE-V(Elect.)





ANNEXURE-I

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

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

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

1. I/We in the name and style of \_\_\_\_\_ had applied for the work REPLACEMENT OF 88 NO'S OF BATTERIES FOR 2 X 160KVA UPS INSTALLED IN OFFICE BUILDING BLOCK-B, CHB, CHANDIGARH
2. The undersigned hereby certify that there are no criminal proceedings pending/ ongoing in any court of law regarding any work executed by me/us.
3. The undersigned hereby certify that all the documents and information submitted with the tender/Bid are 'True' & I/We stands fully responsible as per law for their genuineness and correctness.
4. I/we undertake and confirm that the eligible similar works has/have not been got executed through another contractor on back to back basis. Further that if such a violation comes to the notice of the department then I/we shall be debarred for tendering in CHB in future forever. Also if, such a violation comes to the notice of the department before the date of start of work then the CHB shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee deposited.

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

Authorized Signatory of  
firm/Deponent

VERIFICATION:

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

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

Authorized Signatory of  
firm/Deponent



ANNEXURE-II

FORMAT FOR POWER OF ATTORNEY- by all individual Applicants

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

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

To whomsoever it may Concern

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

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

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

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

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

Notes:

To be executed by the Applicant

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

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



ANNEXURE-III

On non-judicial stamp paper of minimum Rs. 100  
(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/Security Deposit/~~Mobilization Advance~~

1. Whereas the Executive Engineer \_\_\_\_\_ (name of division), on behalf of the Chairman, CHB (hereinafter called "The Government") has invited bids under \_\_\_\_\_ (NIT number) \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (name of work) . The Government has further agreed to accept irrevocable Bank Guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) valid up to \_\_\_\_\_ (date)\* \_\_\_\_\_ as Earnest Money Deposit from \_\_\_\_\_ (name and address of contractor) \_\_\_\_\_ (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR\*\*

Whereas the Executive Engineer \_\_\_\_\_ (name of division) CHB, Chandigarh on behalf of the Chairman, CHB (hereinafter called "The Government") has entered into an agreement bearing number with \_\_\_\_\_ (name and address of the contractor) \_\_\_\_\_ (hereinafter called "the Contractor") for execution of work \_\_\_\_\_ (name of work) \_\_\_\_\_. The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) valid up to \_\_\_\_\_ (date)\* \_\_\_\_\_ as Performance Guarantee/Security Deposit/~~Mobilization Advance~~ from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on demand by the Government within 10 days of the demand.

EE-V(Elect.)

*Asi*



3. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
4. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_, further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and



notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 8. We, \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_, undertake not to revoke this guarantee except with the consent of the Government in writing.
- 9. This Bank Guarantee shall be valid up to \_\_\_\_\_, unless extended on demand by the Government. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date \_\_\_\_\_


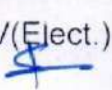
Witnesses:

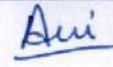
- 1. Signature \_\_\_\_\_  
Name and address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name and address \_\_\_\_\_

Authorized signatory  
Name  
Designation  
Staff code no.  
Bank seal

\*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

\*\* In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/Security deposit/~~mobilization advance~~, as the case may be.

  
EE-M(Elect.)  






ANNEXURE-IV

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

INTEGRITY PACT

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

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

BETWEEN

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

AND

(Name and address of the bidder)

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

Preamble

WHEREAS the Principal has floated the tender (NIT No. .... ) (hereinafter referred to as Tender) and intends to award, under laid down organizational procedure, contract for REPLACEMENT OF 88 NO'S OF BATTERIES FOR 2 X 160KVA UPS INSTALLED IN OFFICE BUILDING BLOCK-B, CHB, 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

EE-V(Elect.)

Aui



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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies



- in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.
  - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
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



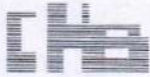
following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

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 .....

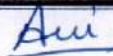
(Signature, name and address)

Place:

Dated :

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

  
EE-V(Elect.)  






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 REPLACEMENT OF 88 NO'S OF BATTERIES FOR 2 X 160KVA UPS INSTALLED IN OFFICE BUILDING BLOCK-B, CHB, CHANDIGARH

on terms and conditions set out interalia in contract/Award No. \_\_\_\_\_ valued at Rs. \_\_\_\_\_ only)

And whereas the above mentioned contract provides for REPLACEMENT OF 88 NO'S OF BATTERIES FOR 2 X 160KVA UPS INSTALLED IN OFFICE BUILDING BLOCK-B, CHB, CHANDIGARH

as per terms & conditions of the contract.

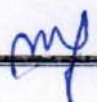

The indemnifier hereby irrevocably agrees to indemnify the indemnified that he shall be liable for and shall also indemnify the CHB and its employees against all liabilities, losses, claims, demands, proceeding, damages, costs, charges and expenses and further agrees to defend, indemnify and hold the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


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

Name  
Designation

WITNESS:

- 1.
- 2.

  
EE-V(Elect.)  


  
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Detail of Bidder

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

Date:

Signature of Bidder/tenderer (Seal)

EE-V(Elect.)

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

**LIST OF PREFED MAKES**

1	BATTERY	Exide (Powersafe Plus), Amaron (Quanta), Amar Raja and Global (Rocket).
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The Agency is required to get prior approval of Engineer-in-charge for the make of the material to be used in the work. In case of non-availability of material from these manufacturers, the Chief Engineer may allow use of alternative BIS approved manufacturer makes.



## SCOPE OF WORK

Supply, Installation, testing of 12V, 150Ah, VRLA, SMF batteries of approx. size 557mm x 172mm X 240mm with positive terminal flat plate for the 2x160kVA UPS system with buy back of old batteries complete in all respects to the entire satisfaction of Engineer-in-Charge.

### Battery Specifications: 12V /150AH

Sl. No.	Parameter	Specifications
1.	Type of battery	VRLA (Valve Regulated Lead Acid mono block) AGM (Absorbent Glass Mat) Technology SMF (Sealed Maintenance Free) a) Unique Crystal Network enhances active material Integrity b) Proprietary Pb-Ca-Sn alloy for positive & Negative current collectors & flat pasted Plates
2.	Application	On-Line UPS (Un-interruptible Power Supply)
3.	Design Float Life	Minimum 10 Years
4.	Nominal Voltage	12 voltage
5.	Battery Terminal Protection	All the battery terminals shall be provided with high quality protection covers to avoid short-circuit
6.	Terminal	Terminal with large Surface Area provide maximum conductivity
7.	Container Design	Fire Retardant VO Class (UL94) Plastic material
8.	Date of manufacture	a) At the time of supply Batteries shall be of 60 days old or less than that from the date of manufacturing b) Installation Testing and acceptance of batteries shall be completed within 45 days from the date of manufacturing
9.	Operating temperature	Batteries will be operated in a controlled environment. However batteries shall be capable for operating temperature 0°C to 45°C and working temperature 5°C to 35°C



10.	Accreditation	Batteries shall be supplied from ISO 9001: QS9000 and ISO 14001 accredited manufacturers
11.	Warranty and Defect Liability Clause	<p>a) Warranty shall be of at least three years with manufacturer's warranty Card of each Battery for 12V/150AH</p> <p>b) In case of single (or more but not exceeding 65%) battery failure in a bank during the warrant period defective battery shall be replaced with new battery within 3 working days from the date of receipt of such complaints. c. In case within the warranty period number of defective batteries (failures) in a bank exceeds 65% of total number of batteries in that bank, then all the batteries in that battery bank shall be replaced with new batteries by supplier at no cost to Institute within 15 days from the date of receipt of such complaint.</p> <p>Third Party Testing Inspection is from CPRI only</p> <p>c) Specific Original MAF should to be issued by local office of the OEM's concerned location.</p>
12.	Standards	IEC 60896-2, 60896-21 and 60896-22 should be followed.



**GENERAL & SPECIFIC CONDITION: -**

1. Bidders are advised to visit the site and review the complete system before participating in the bid process to satisfy themselves about the conditions of equipments inventory as installed.
2. The scope of work and the agency must adhere to directions/suggestions from the engineer-in-charge.
3. The bidder must provide experienced technicians in the same nature of work with all necessary safety equipment, tools, machines, and materials required for the work and no additional payment will be made.
4. Nothing extra shall be paid for any local carriage and re-handling of material irrespective of lead and lift.
5. 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.
6. 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.
7. **Payments Terms**
  - No escalation of rates will be allowed during the currency of validity.
  - The quoted rates shall be inclusive of GST & all applicable taxes etc. This cost also includes all incidental charges for materials brought to site.
  - No advance payment shall be paid for the services rendered by the agency.
8. **Penalty Terms -**
  - Penalty will be applicable as per the GEM Service Level Agreement of this bid.
9. 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.
10. Battery serial number list shall be furnished by the seller along with the supply of the battery to Buyer. Instructions/ user manual & consisting of operating procedure should be provided at the time of delivery.



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11. **Complaint attending mechanism: -**

In case of any complaint in the working of the batteries during the warranty period, the firm shall attend the same within 72 hrs. from the time of logging of the first complaint all by the consignee and it must be resolved within 07 (Seven) days.

12. **Warrantee Period:**

The batteries shall be supplied with a minimum three years onsite warranty from the date of supply.

13. All dispute will be settled within the jurisdiction of Courts at Chandigarh.



**Replacement of 88 No's of Batteries for 2 x 160KVA UPS installed in Office Building Block-B, CHB, Chandigarh.**


**FINANCIAL BID**

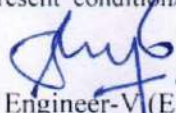
S. No.	Description of Item	Qty.	Unit	Rate to be quoted by the bidder (inclusive of GST & all applicable taxes)	Amount
1	Supply, Installation, testing of 12V, 150Ah, VRLA, SMF batteries of approx. size 557mm x 172mm X 240mm with positive terminal flat plate for the 2x160kVA UPS system with buy back of old batteries complete in all respects to the entire satisfaction of Engineer-in-Charge.				
	Cost of Battery	88 Nos.	Each		
	Less cost of old batteries buy back	88 Nos.	Each		
	Total amount (inclusive of GST & all applicable taxes)				
	Total amount in words (inclusive of GST & all applicable taxes)				

(Signature of Bidder) (seal)


Note: -

Before quoting rates, bidders are advised to visit site and inspect/study the present condition/status and functioning of the systems/installation.

  
Superintending Engineer-II  
Chandigarh Housing Board  
Chandigarh

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

This NIT containing 33 pages as per Index amounting **Rs. 9,37,200/- (Rs. Nine Lakh Thirty Seven Thousand Two Hundred only)** is hereby approved.

  
Chief Engineer  
Chandigarh Housing Board  
Chandigarh