



**DIRECTORATE OF TREASURY, ACCOUNTS AND PENSION**

**NAWA RAIPUR ATAL NAGAR RAIPUR CHHATTISGARH**

**e- TENDER DOCUMENT  
FOR  
AMC OF UPS  
TENDER NO . 1860 date 17-06-2022**

Address for communication : Director,  
Treasury, Accounts & Pension,  
Chhattisgarh, Indrawati Bhawan,  
Block 'A', 1st floor, Nawa Raipur,  
Atal Nagar Raipur  
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**E-TENDER DOCUMENT FOR AMC OF UPS**  
**TENDER NO. 1860 date 17-06-2022**

1. Directorate of Treasury, Accounts and Pension , Chhattisgarh invites e-Tender from the reputed firms for the maintenance of Online Uninterrupted Power Supply (UPS) System at different locations under the control of The Directorate of Treasury, Accounts and Pensions Chhattisgarh.

- The specimen contract mentioning terms and conditions is as per **Annexure 'A'**.
- Integrity pact as per **Annexure 'C'**
- The detailed list of equipments to be maintained and their locations is as per **Annexure 'I'**
- Price Bid **Annexure II**

Schedule of e-Tender is as below:-

Bid start date	18-06-2022	10.00 am
Bid due date	01-07-2022	12.00 pm
Bid open date from	01-07-2022	02.00 pm

Note:-

1. If the date of e-Bid opening is declared a govt. holiday, the e-bid will be open on next working day but the time of opening is still unchanged.
2. This tender document is not transferable.
3. e-Tender has to be submitted online till 12.00 pm of 01-07-2022 . All tenderers are advised that they should read all the instructions and procedures for filling the e-tender carefully and fill the e-tender before the due date & time for submitting e-tender, if at the last moment of filing the e-tender any software or connectivity related problem occurs and tenderers are not able to submit the e-tender , no claim has been accepted to increase the time limit for submitting the e-tender and to submitted the tender offline .
4. Before filling the e-tender all tenderes make sure they have already registered in <https://eproc.cgstate.gov.in> and they have digital signature certificate(dsc).
5. Tender document is available on <https://eproc.cgstate.gov.in> . Tender document fees of Rs.1000.00 is to be deposited by Demand Draft of any scheduled bank in the name of "Director, Treasury, Accounts and Pension " payable at Raipur. Upload the scanned copy of DD and at the time of opening the bid ,original copy of DD has to be submitted at the office of Director, Treasury, Accounts and Pension. Bid submission fees of Rs. 311/- (Rs. Three Hundred eleven rupees only) should be deposited online on CHiPS account through e-procurement website <https://eproc.cgstate.gov.in>
6. The tenderer or their authorized representative may present at the time of opening the e-Bid.
7. The tender committee would open technical bid first in the presence of those tenderers /their authorized person present and the commercial bid of the vendors fulfilling the eligibility criteria would be considered.
8. The tender committee in the presence of the short- listed bidders will open the commercial bids thereafter and the lowest commercial bid will be identified.
9. This procedure is subject to changes and if so, the procedure adopted by the department, for opening the tender shall be final and binding on all the parties.



## 2. Scope of Work :-

- i. The Bidders Shall have to take maintenance contract on Comprehensive basis i.e. he will have to take care of all the UPS as per Annexure-I and it will be his responsibility to see that they should be in working condition all the time.
- ii. If any part/components become faulty /unserviceable the bidder shall replace the same at his own cost except exclusions such as batteries, plastic parts etc.
- iii. The scheduled preventive maintenance shall have to be carried out every quarter as per mutually agreed schedule.
- iv. The vendor shall be responsible for any unscheduled call for corrective / remedial maintenance services to set right the malfunction of the system. This may include replacement of unserviceable parts.
- v. Any call will have to be attended, within 24 working hours in case of district Treasury and 36 working hours in case of sub-Treasurys, of lodging a complaint and get any error or fault corrected within 24 hours thereafter.
- vi. The vendor shall submit consolidated report furnishing the details of break down calls attended, and its status on quarterly basis.
- vii. The vendor shall identify one Engineer as single point of contact for coordinating and providing services to the office.
- viii. The vendor shall provide a substitute in case the engineer is not available.
- ix. The vendor shall make maintenance contract services available on all days as and when required by the department.
- x. The bidder will be required to provide a total of 95% uptime for all the UPS covered under the Contract.
- xi. On expiry/termination of the contract, the contractor shall hand over all UPS under the contract in good working condition, the release of last quarter payment is subject to satisfaction of this condition.
- xii. The maintenance services shall be rendered on all days subject to the department's requirement to keep the equipment in good working condition and order. The service consists of corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment.

## 3. Bidders Qualifications (Eligibility criteria) :-

- i. The vendor must have average annual turnover of Rs. 35 Lacs for the preceding three financial year i.e. 2018-19,2019-20, 2020-21
- ii. Must have maintenance servicing (AMC) experience of three Years for state Govt./Central Govt./PSU's.
- iii. Must have arrangement with OEM (Original Equipment manufacturer) vendors, manufacturers of hardware or their channel partners for supply of spares for 01 or more brands of UPS as per Annexure-I.
- iv. Must submit the copy of PAN card.
- v. Must submit the copy of Income Tax Return for the last three financial year i.e. 2018-19, 2019-20, 2020-21



**4. Submission of Bid :-**

Bid submission will be done in three envelopes as described below. All three envelopes should be sealed and kept under a single envelop.

**Envelop A. EMD & fees of Tender document :-**

- i. Rs. 35,000/- in the form demand draft payable to the Director, Treasury, Accounts & Pension Indravati Bhawan, Block I, 1st floor, Nawa Raipur, Atal Nagar, Chhattisgarh.
- ii. Tender Fee Rs. 1,000/- in the form demand draft payable to the Director, Treasury, Accounts & Pension Indravati Bhawan, Block I, 1st floor, Nawa Raipur, Atal Nagar, Chhattisgarh.

**Envelop B. Technical Bid:-**

- i. Copies of audited balance sheet for the year 2018-19, 2019-20, 2020-21
- ii. GST Registration no.
- iii. Proof of experience i.e. Work order or any relevant document
- iv. PAN Card.
- v. Income Tax Returns for the financial year 2018-19, 2019-20, 2020-21
- vi. Authorization certificates for two or more brands of UPS as per Annexure - I  
All the documents must be self attested.

**Envelop C. Financial Bid :-**

Financial offer in Annexure - II

**5. Price :-**

The vendor shall have to quote the price per year per unit exclusive of all taxes which will be paid as on actual at the time of payment.

**6. Payment Terms :-**

- i. As per work order issued the Payment shall be made quarterly on submission of consolidated report furnishing the details of breakdown calls attend, and the status of this system.
- ii. No charges will be paid for attending the service calls.
- iii. No charge will be paid for transporting spares from site to vendor work- place and back.

**7. Penalty :-**

The bidder shall have to make maintenance services available on all days, as and when required by the department , or the penalty will be imposed as follows :-

- i. If stand by is given immediately with in 24 hours after reporting fault – No penalty
- ii. If no stand by provided or if standby is provided beyond 2 days – Rs. 250/- per day for, 2KVA  
- Rs. 500/- per day for 5KVA
- iii. Non- Submission of call Reporting by the vendor - 20% of quarterly payment



8. The successful bidder will have to furnish a performance bank guaranty to the tune of 10% of order value for proper fulfillment of the contract. This will be released on expiry of the period of maintenance contract

9. **Refund of EMD :-**

In case of unsuccessful bidders, The EMD will be refunded, on demand, after finalization of the Tender.

10. **Forfeiture of EMD :-**

The EMD will be forfeiture if the bidder :-

- i. With draws offer after opening the tender.
- ii. Withdraws service before expiry of the validity period of the contract.

11. **Other Terms & condition :-**

i. **The department reserves the right to :-**

- a) Accept/reject the tender without assigning reason.
- b) Revise the quantities at the time of placing the order.
- c) The no. of equipments on per annexure-I may increase or decrease as per requirement of the department and payment will be provided to the vendor accordingly.

ii. **Rejection of Tender :-**

The tender is liable to be rejected :-

- a) If not accompanied by EMD and the Tender fees.
- b) If not properly signed by the bidder.
- c) If not properly uploaded in the mentioned space.
- d) If not complete i.e. non-furnishing of the required document.

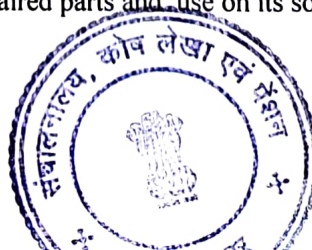
12. In case faulty equipment is taken by vendor for repair and repair time exceeds 3 days, the standby equipment arrangement will be allowed for a maximum of 7 days only. If any equipment is not repaired/attended or the standby equipment exceeds the allotted period of 7 days, penalty will be deducted as per penalty clause or department will get the same repaired form outside source and recover the quarterly payment

13. **OBLIGATIONS OF THE DEPARTMENT**

- a) The department will pay Maintenance Charges for the equipment specified in **Annexure 'I'** quarterly at the end of each quarter after statutory deductions, if any & satisfaction of service.
- b) The department will ensure proper earthing as per requirement.
- c) The department would ensure that rats, insects etc, do not invade the site and damage the systems, especially cables, etc

14. **REPLACEMENT OF PARTS**

The vendor shall replace damaged/non workable parts of the hardware with similar or equivalent functional capabilities and original parts within 03 days. Parts required for the maintenance of the equipment and/or correction of faults will be supplied at no extra cost. The department can retain the new/removed/repaired parts and use on its sole discretion .



15. **RELOCATION OF SYSTEMS**

During the maintenance agreement in force, the department may in case of emergency & need relocate the system and keep the vendor informed.

16. **EXTENSION OF MAINTENANCE PERIOD**

If the vendor does not attend to each breakdown and malfunction of equipment supplied within the time specified and does not make all efforts to rectify the same and get the system in proper working condition within seven days thereafter, the maintenance period shall be extended by a period equal to number of days taken to set right the system. And penalty will be imposed on the vendor as per penalty clause.

17. **Agreement :-**

The successful bidder will have to enter into a contract with **the dept. for a period of one years** with an option to extend for further years on the same Rate & Terms & condition if mutually agreed. The successful bidder will also sign the integrity pact as per Govt. rules.

18. **VALIDITY OF AGREEMENT**

This agreement is valid for the period from acceptance of Tender document & completion of formalities by vendor till completion of one year with an option with the department to extend the contract for further year or less on the same terms and conditions.

19. **CANCELLATION**

01. The DTA will have the sole power to terminate the agreement at any stage due to non satisfaction of service.
02. The Vendor if so desires to terminate the agreement, he will have to comply all the pending issues with intimation of termination of agreement be given six month earlier otherwise the EMD/Bank Guarantee will be forfeited.

20. **JURISDICTION**

The Court of jurisdiction will be Raipur (C.G.)

21. **FORCE MAJEURE:**

The vendor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the vendor to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond vendor's control.



22. Pre bid meeting will be organized with bidders. Communication for the meeting will be made available to bidders through the department website.
23. Any changes in the tender document will be published through department website and e-procurement website (<https://eproc.cgstate.gov.in>).
24. **Integrity Pact:-**  
As per Government of Chhattisgarh, finance department circular क्रमांक: 243/वि/नि/चार/2013 नया रायपुर, दिनांक 06 जुलाई, 2013, the firm has to sign an integrity pact with the department, as per Annexure 'C'



ONLINE UPS MAINTANANCE AGREEMENT

**1. SCOPE OF AGREEMENT**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ hereinafter called the " VENDOR " and THE DIRECTOR OF TREASURY, ACCOUNTS AND PENSION, INDRAWATI BHAWAN, BLOCK 1<sup>ST</sup>, 1<sup>ST</sup> FLOOR, NAYA RAIPUR, CHHATTISGARH hereinafter called "THE DEPARTMENT" sets forth the terms and conditions for the maintenance of UPS as specified in Annexure 'I' of this agreement.

**2. Scope of Work :-**

- i. The contractor Shall have to take maintenance contract on Comprehensive basis i.e. he will have to take care of all the UPS as per Annexure-I and it will be his responsibility to see that they should be in working condition all the time.
- ii. If any part/components become faulty /unserviceable the contractor shall replace the same at his own cost except exclusions such as batteries, plastic parts etc.
- iii. The scheduled preventive maintenance shall have to be carried out every quarter as per mutually agreed schedule.
- iv. The contractor shall be responsible for any unscheduled call for corrective / remedial maintenance services to set right the malfunction of the system. This may include replacement of unserviceable parts.
- v. Any call will have to be attended, within 24 working hours in case of district Treasury and 36 working hours in case of sub-Treasury, of lodging a complaint and get any error or fault corrected within 24 hours thereafter.
- vi. The contractor shall submit consolidated report furnishing the details of break down calls attended, and its status on quarterly basis.
- vii. The contractor shall identify one Engineer as single point of contact for coordinating and providing services to the office.
- viii. The contractor shall provide a substitute in case the engineer is not available.
- ix. The contractor shall make maintenance contract services available on all days as and when required by the department.
- x. The contractor will be required to provide a total of 95% uptime for all the UPS covered under the Contract.
- xi. On expiry/termination of the contract, the contractor shall hand over all UPS under the contract in good working condition, the release of last quarter payment is subject to satisfaction of this condition.
- xii. The maintenance services shall be rendered on all days subject to the department's requirement to keep the equipment in good working condition and order. The service consists of corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment.





**3. Payment Terms :-**

- i. As per work order issued the Payment shall be made as per approved rates quarterly on submission of consolidated report furnishing the details of breakdown calls attend, and the status of this system.
- ii. No charges will be paid for attending the service calls.
- iii. No charge will be paid for transporting spares from site to vendor work- place and back.

**4. Penalty :-**

The contractor shall have to make maintenance services available on all days, as and when required by the department , or the penalty will be imposed as follows :-

- i. If, stand by is given immediately with in 24 hours after reporting fault – No penalty
- ii. If no stand by provided or if standby is provided beyond 2 days – Rs. 250/- per day for 2KVA  
- Rs. 500/- per day for 5KVA
- iii. Non- Submission of call Reporting by the vendor - 20% of quarterly payment

5. The contractor will have to furnish a performance bank guaranty to the tune of 10% of order value for proper fulfillment of the contract. This will be released on expiry of the period of the maintenance contract.

**6. Other Terms & condition :-**

- i. In case faulty equipment is taken by vendor for repair and repair time exceeds 3 days, the standby equipment arrangement will be allowed for a maximum of 7 days only. If any equipment is not repaired/attended or the standby equipment exceeds the allotted period of 7 days, penalty will be deducted as per penalty clause or department will get the same repaired form outside source and recover the quarterly payment

**ii. OBLIGATIONS OF THE DEPARTMENT**

- a) The department will pay approved Maintenance Charges for the equipment specified in **Annexure 'I'** quarterly at the end of each quarter after statutory deductions, if any & satisfaction of service.
- b) The department will ensure proper earthing as per requirement.
- c) The department would ensure that rats, insects etc, do not invade the site and damage the systems, especially cables, etc



iii. **REPLACEMENT OF PARTS**

The contractor shall replace damaged/non workable parts of the hardware with similar or equivalent functional capabilities and original parts within 03 days. Parts required for the maintenance of the equipment and/or correction of faults will be supplied at no extra cost. The department can retain the new/removed/repaired parts and use on its sole discretion .

iv. **RELOCATION OF SYSTEMS**

During the maintenance agreement in force, the department may in case of emergency & need relocate the system and keep the contractor informed.

v. **EXTENSION OF MAINTENANCE PERIOD**

If the contractor does not attend to each breakdown and malfunction of equipment supplied within the time specified and does not make all efforts to rectify the same and get the system in proper working condition within seven days thereafter, the maintenance period shall be extended by a period equal to number of days taken to set right the system. And penalty will be imposed on the vendor as per penalty clause.

7. **VALIDITY OF AGREEMENT**

This agreement is valid for the period from acceptance of Tender document & completion of formalities by vendor till **completion of One year** with an option with the department to extend the contract for a further period of one year or less on the same terms and conditions.

8. **CANCELLATION**

01. The DTA will have the sole power to terminate the agreement at any stage due to non satisfaction of service.
02. The contractor if so desires to terminate the agreement, he will have to comply all the pending issues with intimation of termination of agreement be given six month earlier, otherwise the EMD/Bank Guarantee will be forfeited.

9. **JURISDICTION**

The Court of jurisdiction will be Raipur (C.G.)

10. **FORCE MAJEURE:**

The contractor shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the vendor to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond contractor's control.



**PRE-CONTRACT INTEGRITY PACT**

**1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20....., between, the Government of Chhattisgarh acting through Shri.....(Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

**2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.



### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### 4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or



post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## 5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).



- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.



- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER





shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## 8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.



9.6. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

#### **10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

#### **11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

#### **12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

#### **13. VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at..... on.....

BUYER

BIDDER



Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witness

Witness

1).....  
.....

1).....  
.....

2).....  
.....

2).....  
.....



## Annexure "I"

संचालनालय कोष, लेखा एवं पेंशन, छत्तीसगढ़  
अवधि दिनांक ..... से .....

वार्षिक रखरखाव के अंतर्गत कार्यालयों में स्थापित यूपीएस की सूची

क्रमांक	कोषालय का नाम	उपकोषालय का नाम	बिल क्रमांक	दिनांक	उपकरण का विवरण	संख्या	Make
1	संभा. संयुक्त संचालक, कोष, लेखा एवं पेंशन बिलासपुर		P2S2301	09.09.2005	5 Kva Ups	1	Numeric Power Systems
2	संभा. संयुक्त संचालक, कोष, लेखा एवं पेंशन रायपुर		P2S3373	20.10.2004	5 kva Ups	1	Numeric Power Systems
3	संभा. संयुक्त संचालक, कोष, लेखा एवं पेंशन जगदलपुर		P2S2302	09.09.2005	5 Kva Ups	1	Numeric Power Systems
4			147	11/1/2018	5 Kva Ups	1	Keptron-KE
5	संभा. संयुक्त संचालक, कोष, लेखा एवं पेंशन अंबिकापुर		159	25.06.2010	5 Kva Ups	1	RS Power System
6	संभा. संयुक्त संचालक, कोष, लेखा एवं पेंशन दुर्ग		146	11/1/2018	5 Kva Ups	1	Keptron-KE
7	कोषालय रायगढ़		141	11/1/2018	5 Kva Ups	2	Keptron-KE
8		घरघोड़ा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
9		धर्मजयगढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
10		खरसियां	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
11		सारगढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
12	कोषालय जांजगीर चांपा		144	11/1/2018	5 Kva Ups	1	Keptron-KE
13		सक्ती	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
14		डभरा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
15	कोषालय धमतरी		P2S2288	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
16			P2S5794	07.03.2005	5 Kvs Ups	1	Numeric Power Systems
17	कोषालय जशपुर		P2S2289	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
18			P2S5795	07.03.2005	5 Kva Ups	1	Numeric Power Systems
19		पत्थलगांव	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
20		बगीचा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
21	कोषालय दुर्ग		P2S2290	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
22			279	3/23/2017	5 Kva Ups	1	Uniline Energy Systems
23		भिलाई	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
24	जिला कोषालय बालोद		280	3/23/2017	5 Kva Ups	1	Uniline Energy Systems
25		दल्लीराजहरा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
26	जिला कोषालय बेमेतरा		280	3/23/2017	5 Kva Ups	1	Uniline Energy Systems
27		साजा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
28	कोषालय अंबिकापुर		P2S2291	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
29			P2S5797	07.03.2005	5 Kva Ups	1	Numeric Power Systems
30		सीतापुर	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
31	कोषालय कोरिया		P2S5798	07.03.2005	5 Kva Ups	1	Numeric Power Systems
32			145	11/1/2018	5 Kva Ups	1	Keptron-KE



33		मनेन्द्रगढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
34		जनकपुर	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
35	कोषालय दंतेवाड़ा		P2S2293	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
36			P2S5799	07.03.2005	5 Kva Ups	1	Numeric Power Systems
37	कोषालय सुकमा		280	3/23/2017	5 Kva Ups	1	Uniline Energy Systems
38		कोटा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
39	कोषालय बीजापुर		1200009109	21.07.2008	5 Kva Ups	2	Numeric Power Systems
40		भोपालपट्टनम	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
41	कोषालय कवर्धा		139	11/1/2018	5 Kva Ups	1	Keptron-KE
42			P2S2294	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
43			D-00263	22.04.2006	5 Kva Ups	1	microtek
44	कोषालय राजनांदगांव		143	11/1/2018	5 Kva Ups	1	Keptron-KE
45			P2S5801	07.03.2005	5 Kva Ups	1	Numeric Power Systems
46		डोंगरगढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
47		खैरागढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
48		छुईखदान	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
49		मोहला	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
50		चौकी	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
51	कोषालय महासमुन्द		P2S2296	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
52			P2S5802	07.03.2005	5 Kva Ups	1	Numeric Power Systems
53		सराईपाली	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
54		बागबाहरा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
55		पिथौरा	48	11/20/2013	2 Kva Ups	1	Mcchem Anlagen
56	कोषालय कांकेर		P2S2297	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
57			P2S5803	07.03.2005	5 Kva Ups	1	Numeric Power Systems
58		अंतागढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
59		चारामा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
60		भानुप्रतापपुर	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
61		पखांजूर	47	11/20/2013	2 Kva Ups	1	Mcchem Anlagen
62	कोषालय बिलासपुर		P2S2298	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
63			P2S5804	07.03.2005	5 Kva Ups	1	Numeric Power Systems
64		पेण्ड्रा रोड	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
65	कोषालय जगदलपुर		P2S2299	09.09.2005	5 Kvs Ups	1	Numeric Power Systems
66			P2S5805	07.03.2005	5 Kva Ups	1	Numeric Power Systems
67	जिला कोषालय कोण्डागांव		140	11/1/2018	5 Kva Ups	1	Keptron-KE
68		केशकाल	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
69	कोषालय नारायणपुर		1200008815	21.07.2008	5 Kva Ups	2	Numeric Power Systems
70	इन्द्रावती कोषालय रायपुर		P2S3374	07.03.2005	5 Kva Ups	2	Numeric Power Systems
71	कोषालय रायपुर		P2S3372	20.10.2004	5 kva Ups	2	Numeric Power Systems
72		आरंग	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
73	जिला कोषालय गरियाबंद	गरियाबंद	81	26.03.2012	5 Kva Ups	1	Power Generation
74			142	11/1/2018	5 Kva Ups	1	Keptron-KE
75		देवभोग	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
76	जिला कोषालय बलौदाबाजार		1306	08.10.2004	2 Kva Ups	1	Tritronics
77			81	26.03.2012	5 Kva Ups	1	Power Generation



78		भाटापारा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
79		कराजोल	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
80		बिलाईगढ़	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
81	कोषालय कोरबा		P2S3375	20.10.2004	5 kva Ups	2	Numeric Power Systems
82		कटघोरा	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
83	कोषालय मुंगेली		81	26.03.2012	5 Kva Ups	1	Power Generation
84	कोषालय बलरामपुर		81	26.03.2012	5 Kva Ups	1	Power Generation
85		वाङ्गफनगर	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
86		सामानुजगंज	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
87		कुसमी	279	3/23/2017	2 Kva Ups	1	Uniline Energy Systems
					<b>Total</b>	<b>93</b>	

5 Kva Ups	53
2 Kva Ups	40
<b>Total</b>	<b>93</b>



**Price Bid**

(Price bid for 01 year Maintenance contract of Online UPS)

S.No.	Particular	Rs. per year per unit
01.	Yearly rate of approximate 40 2KVA Online UPS maintenance with spares other than batteries (At different locations all over the state)	Rs. .... per UPS Per year (excluding taxes)
02	Yearly rate of approximate 53 5KVA Online UPS maintenance with spares other than batteries (At different locations all over the state)	Rs. .... per UPS Per year (excluding taxes)

