

TENDER DOCUMENT

FOR

**'RUNNING CANTEEN & CATERING SERVICES AT
CENTRAL POLLUTION CONTROL BOARD, DELHI'**



**CENTRAL POLLUTION CONTROL BOARD
PARIVESH BHAWAN
EAST ARJUN NAGAR
DELHI-110032.**



Central Pollution Control Board

(Ministry of Environment, Forests & Climate Change, Govt. of India)

Parivesh Bhawan, East Arjun Nagar

Delhi – 110032.

TENDER NOTICE

E- Tenders in two bid system are invited on behalf of Member Secretary, Central Pollution Control Board from reputed firms/ agencies for running Canteen services in Parivesh Bhawan, Central Pollution Control Board, East Arjun Nagar, Delhi having approx. 400 employees. Tender documents are available online from 25.08.2017 **at CPPP website: <https://eprocure.gov.in/eprocure/app>**. The interested bidders should upload their bids along with duly signed scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids **only at CPPP website: <https://eprocure.gov.in/eprocure/app>** latest by 15.09.2017 up to 3.00 PM. The technical bids will be opened online on 18.09.2017 at 3.30 PM.

Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure “A” for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Note: The tender and eligibility criteria can also be downloaded from CPCB website i.e. www.cpcb.nic.in.

**Member Secretary
Central Pollution Control Board**



1.0 INSTRUCTIONS TO THE TENDERERS

- 1.1 The tenders are required to upload two separate Bids i.e.- Technical and Financial, as per the prescribed Performa.
- 1.2 The Bidder is required to deposit an Earnest money (EMD) of Rs.2,500/- (Rupees two thousand five hundred only) in the form of Demand Draft / Pay Order from a scheduled Bank drawn in favour of CPCB payable at Delhi to be submitted by 3.00 p.m. before 15.09.2017 **in the tender box kept at Reception of Parivesh Bhawan, Central Pollution Control Board, East Arjun Nagar, Delhi-110032**. In the absence of EMD, the tender shall be rejected summarily.
- 1.3 Bidder has to ensure that if the documents are uploaded properly and are in readable format. If documents are not readable/ legible /down loadable format the same will be tenanted as non- submission of documents.
- 1.4 Tender incomplete in any form and conditional tenders will be rejected out rightly.
- 1.5 The Technical Bid shall be opened at 3.30 P.M on 18.09.2017 in the presence of the authorized representative of the tenderers, who wish to be present at that time. All the Technical Bid will be scrutinized, relevant documents checked and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids through e-portal.
- 1.6 In case the successful Tenderer declined the offer of Contract or put any condition whatsoever reason(s), his EMD will be forfeited.
- 1.7 The successful Tenderer will have to furnish a performance Security Deposit of Rs. 25,000/- (Rupees twenty five thousand only) by way of ban draft or unconditional Bank Guarantee from a scheduled Bank which will be valid up to a period of 60 days beyond the expiry period of two years contract.
- 1.8 The successful Tenderer shall have to furnish the performance Security Deposit and commence the work within 15 days (Monday to Friday) of acceptance of tender. Otherwise the contract will be cancelled and EMD will be forfeited.
- 1.9 The tenderer should physically inspect the site before filling and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any ignorance. For this purpose, they may contact **Shri Anand Kumar, Chairman, CMC**, (Mobile No.9818255368) or **Shri Shital Prasad, Administrative Office** (Mob.No.9313636336) on any working day up to the last day of submission of tender.



2.0 EVALUATION OF FINANCIAL BID

Bidders will be evaluated based on weightage assigned to each items. Bidder getting highest weightage point by totalling weightage point of all category of items will be treated lowest bidder & would be awarded tender.

Weightage assigned to items are as under.

| S. N | Items | Quantity | Weightage |
|------|--|----------|-----------|
| 1. | Tea (Normal) | 120 ML | 20 |
| 2. | Meeting Tea with snacks | 120 ML | 10 |
| 3. | Lunch Thali | 01 no | 15 |
| 4. | Snacks- Samosa/bread pakoda / kachori /spring rolls/bread rolls etc. | 01 no. | 15 |
| 5. | Buffet Lunch for meetings | 01 no. | 10 |
| 6. | High tea for meetings | 01 no. | 15 |
| 7. | Box for farewell/other occasions | 01 box | 5 |
| 8. | Service charges for outside items i.e. packed lunch etc. | 01 no. | 10 |

Weightage for each bidders shall be calculated as under:-

$$\frac{\text{Lowest rate quoted for items by bidder} \times \text{Weightage}}{\text{Rate quoted for item by bidder}}$$

3.0 RATES & PRICES

- 3.1 Tenderer should quote the rates in the format given at **Schedule-I** Price Bid in Tender Document. Incomplete bids will summarily be rejected.
- 3.2 Rates quoted shall be inclusive of all statutory duties, GST.
- 3.3 No additional freight or any other charges, etc. would be payable.
- 3.4 **The tenderer shall charge for packed items like cold drinks, juice, biscuits, Mineral water, etc. as par MRP printed on the item.**

4.0 The agreement for providing Canteen services in CPCB shall be initially for a period of two years which can be extended further, if the services are found to be satisfactory. However, the rates given by the tenderer is valid for one year, the rates of items can be enhanced as per mutual consensus. The tenderer has no right to enhance the rate of any item on his own.



5.0 General Terms and Conditions for Contract

'**Central Board**' means 'Central Pollution Control Board (CPCB), Delhi' and shall include its successors and assignees.

'**Contractor**' means successful bidder for providing catering services and running of Canteen.

'**Canteen Management Committee (CMC)**' means the Committee constituted by the Competent Authority of Central Pollution Control Board to look after day-to-day working of the Canteen and supervision and control of the Canteen and Catering Services on behalf of the Central Board.

'**Chairman**' means the Chairman of the Canteen Management Committee, who is an authorised person as approved by the Competent Authority, Central Board.

- 5.1 After careful examination of **Schedule – I & II**, the tender should be submitted.
- 5.2 The EMD of unsuccessful bidder will be released without any interest only after awarding the contract to successful bidder. The EMD of successful bidder will be released without any interest, after depositing the performance security amount of Rs. 25,000/- (Rupees twenty five thousand only).
- 5.3 Each page of tender (**technical & financial bids**) **must be signed by the bidder himself/ owner(s) of the firm only.**
1. EMD of Rs.2500/- in favour of Central Pollution Control Board in the form of Demand Draft/Pay Order.
 2. The tenderer should have minimum 3 years of experience in providing canteen services
 3. The tenderer shall have average annual turnover of Rs. 5.0 lakhs for Canteen Services. In the last three preceding years. Financial Statement to be enclosed along with technical bid for this purpose.
 4. The tenders shall have PAN number, Service tax, ESI registration and should have satisfactory record of compliance of all statutory obligations.
 5. The tenderer shall provide satisfactory completion certificate from at least one PSU/ Govt. / Repute Private/ Public Ltd. Co. etc. where he has provided Canteen services during last 3 years.
 6. The tenderer should not have been black listed by Govt. department/ PSU/ Public Ltd. Co, etc. A certificate in this regard is to be given by the tenderer.



7. The tenderer should have a valid licence for providing Canteen services, as applicable.
8. The tenderer should have carried out at least 1 catering service work in office of any Govt. /PSU/Public Ltd. Co/ reputed firm, etc. having minimum 200 employees.

***** Copies of documents in support of above mentioned conditions should be uploaded along with technical Bid, however the EMD has to be submitted before 15.09.2017 by 3.00 p.m. in the tender box kept at Reception of Parivesh Bhawan, Central Pollution Control Board, East Arjun Nagar, Delhi-110032.**

- 5.4 The tender shall be filled-up either by type written or hand written very clearly without any over-writing or cuttings. If any over-writings/ changes, should be counter signed.
- 5.5 The contractor shall work under the supervision of the Canteen Management Committee and such other authorised person of the Central Board as may be nominated from time to time.
- 5.6 The contractor shall arrange to issue identity cards at his own cost bearing photographs of the canteen employees for gate entry. The contractor and his staff shall also be liable for search on entry/exit to the office premises.
- 5.7 The contractor shall issue tokens from the cash counter after getting the sum for meals and snacks available at the pantry and there customer may get the items against token to avoid any discrepancies. However, in case of orders booked on telephone, the catering waiter may collect the money from the employees and deposit at the cash counter.
- 5.8 The contractor shall adhere to safety practices and avoid hazardous and unsafe working conditions and shall comply with - the safety rules in force from time to time at New Delhi/Delhi.
- 5.9 The canteen premises will be in possession of the Central Board and the contractor is permitted to enter the premises to run the canteen only. The contractor will have no right or interest in the canteen premises and other items given by the Central Board because of the permission being granted to the contractor for supply articles as per the-



terms of the contract. He shall not make or permit it to be made, any structural addition or alteration without the prior approval in writing of the Central Board. In the event of termination or end of contract, if the Central Board decides that the contractor should not be allowed to run the canteen, the Central Board will be entitled to restrain the contractor from entering the Building premises as well as the canteen premises.

5.10 The contractor shall not exhibit or cause- to be exhibited in the canteen premises any printed or written notices or advertisements of any kind, whatsoever, except notices related to the working of the canteen, without the previous permission of the Central Board.

Catering Services and running of Canteen

The contractor shall prepare and serve fresh and wholesome meals and snacks to the employees of the Central Board and other visitors/ guests who are permitted in

- i) Canteen Dining Hall,
- ii) At various floors in the morning and evening and as per requirement from time to time
- iii) At various meeting halls/ conference halls/ training halls etc.

This shall include preparation of hygienic and good quality of snacks and meals for about 400 employees and to serve in the cafeteria, six floors of the building and also in various meetings / conferences / workshops organizing in CPCB.

6.0 Menu and Quantity

6.1 The meals and snacks (vegetarian and non-vegetarian) to be supplied by the contractor shall be of the type and in quantities as mentioned in **Schedule- I**.

6.2 A schedule of daily menu, alterations or additions in items shall be prepared by the 'CMC' and communicated to the contractor, which shall be strictly followed by the Contractor.

6.3 The contractor shall display the daily menu and list of available items with the rates.

7.0 Service Points and Timings

7.1 The Contractor shall be required to provide Canteen services in the Canteen premises and other floors from Monday to Friday and for skeleton staff on Saturday or on any other



holidays at timings to be intimated in advance from time to time as per the requirements of the Central Board employees.

7.2 The CMC shall provide the schedule of timings of services and the places of services to the Contractor, who will ensure to provide services at the given time and places at all costs. The Contractor shall also provide Canteen Services at extra points as may be required at the same rates as per **Schedule-I & II** whichever is applicable.

7.3 If, at any time during the subsistence of the contract, the CPCB desires to utilise the services of the Contractor for any special parties/ meetings/ trainings/ conferences etc., catering to the participants of the programme arranged by the same at the rates to be mutually agreed upon with the 'Canteen Management Committee' /Chairman, CMC (in case the items are outside the rates of items already agreed) and also necessary service at times and places to be decided by the Competent Authority. CPCB will have the right to use the Canteen Hall at any time either on working days or on holidays as may be required.

7.4 The Contractor shall supply Breakfast/ Lunch/ Tea/ Coffee/ Cold Drinks/ Snacks etc. at scheduled times at different floors, Canteen Hall/ Dining Hall and conference halls etc.

7.5 The Contractor shall keep a record of booking of orders on telephone provided to him.

7.6 The Contractor shall ensure that either he or his representative as Manager is always available for administration, supervision during working hours of canteen and be available any time on requirement by the CPCB.

8.0 Contractor's Obligations

8.1 The Contractor shall be responsible for the proper up-keep and maintenance of the Canteen Premises, Furniture and fixtures, cooking and serving utensils and cutlery. When the material supplied by the Central Board becomes unserviceable, the same, if these are to be replaced by the Central Board, would only be replaced against the return of the unserviceable materials by the Contractor; otherwise the cost of such materials shall be borne by the contractor.



- 8.2 For any damage, breakage or loss of any equipment or property of the Central Board, the Contractor shall have to make good the same at his own cost failing which the amount will be recovered from his security deposit or from other dues as payable to him by the Central Board or otherwise recovered.
- 8.3 The Contractor shall keep a proper inventory of the items placed at his disposal by the Central Board and the same shall be verified by the Contractor along with the CMC.
- 8.4 The Contractor shall not use or allow to be used the Canteen premises- or any part thereof for dwelling purposes and shall not allow any outsiders to loiter in and around the Canteen building without valid authority.
- 8.5 The Contractor shall also not use or allow to be used any facility, appliances, equipment provided by the Central Board to him for any purpose other than providing Canteen services as per the Central Board's requirements.
- 8.6 The Contractor shall not, without prior consent in writing by the Central Board assign or subject the Contract or any part thereof to any other party provided that it shall not relieve the contractor from any obligations, duty or responsibility under the contract.
- 8.7 The Contractor should keep the canteen premise neat, clean and tidy at all times and according to the health/ hygiene and bye-laws of the Municipal Corporation of Delhi.
- 8.8 CPCB may call for the advice of the honorary Medical officer on matters of Hygiene in the canteen.
- 8.9 The Contractor has to obtain/ arrange commercial gas for cooking purpose at his cost. The caterer is responsible for the loss/ theft of the gas cylinders and other equipments, provided. No electricity should be used by the contractor for cooking purposes such as electric stove etc.
- 8.10 The contractor and his staff will make their own residential arrangement outside the premises of the CPCB. No one will be granted permission to stay in the canteen during night or on holidays.



8.11 The Contractor shall also be liable to pay P.F. contribution/ESIC, Leave salary etc. to its employees and shall be liable to observe statutory working hours. The Contractor shall be liable for all his obligations under the EPF Scheme/ESIC and other statutes.

8.12 The Employees of the Contractor will be subject to medical examination twice in a year at the contractor's cost. In the event of any employee(s) of the Contractor being found medically unfit, the contractor shall arrange to replace him.

8.13 Employees of the Contractor shall be subject to such prophylactic treatment as may be prescribed by the Medical Officer at Contractor's cost.

9.0 Responsibility to upkeep of cleanliness, hygienic and quality of raw materials and eatables.

9.1 The quantity and quality of meals/snacks and other items shall be as approved by the Central Board through the 'CMC'. The quality and quantity of ingredients to be used for preparation of meals/snacks shall be strictly in accordance with the norms laid down in Schedule- I & II and under the heading 'Materials and Supply'.

9.2 The contractor will have to keep a record of complaints and remarks of the consumers and consult with the Canteen Management Committee for improvements in light of such records from time to time.

9.3 The Central Board reserves the right of free access through the Canteen Management Committee to inspect the Canteen, Stores, Equipments and Food and Raw Materials for ensuring their wholesomeness, cleanliness, quality and quantity at all times without any prior notice.

9.4 The contractor shall use and provide at his own expenses prescribed detergents and other requisites to keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He will ensure that the furniture of the Canteen premises, crockery and cutlery, utensils, kitchen pantry, wash basins etc. are washed and cleaned in a hygienic way as directed by the CMC.



- 9.5 The CMC shall have all the right(s) to inspect in a scheduled manner or surprisingly at any time and place (viz. Dining Hall or place of service), kitchen, store, equipments, raw materials or eatables and to collect sample(s) for ensuring its cleanliness, hygienic, quality and quantity.
- 9.6 In all cases of inspections, samples, complaints, a report shall be prepared by the CMC and the contractor has to comply with the suggestions for improvement.
- 9.7 If any complaint(s) or findings of an eatable served/un-served, in un-hygienic, damaged, toxic etc. and less in quantity as per the Schedule (saving to quantity negligible), the contractor has to replace the same at his own cost and responsibility.

10.0 Engagement of Staff and Labour

The contractor shall employ adequate staff and labour for efficient services. The suggested requirement is given below to highlight minimum requirement. The contractor shall not be entitled to additional remuneration for an increase in the manpower required at any time.

10.1 Counter Boy

A qualified and trained person in the field of catering and capable to handle purchasing, collection of cash and services at pantry.

10.2 Cook

- i) A qualified and specialist in North Indian dishes/meals, both Vegetarian & Non-Vegetarian as well as Continental.
- ii) A qualified and specialist in Chinese & South Indian dishes, both Vegetarian and Non-Vegetarian and also be able to prepare snacks.

10.3 Helper-Cum-Cook

An experienced person having knowledge in cooking and other activities related to running of Canteen.

10.4 Waiters

Some experience in the relevant job and must be soft spoken. They will be responsible to provide services at floors/canteen hall and collect utensils/cash as and when required.

10.5 Kitchen Helper

For washing and keeping available utensils of all kinds at the counter or kitchen. They should also look after the cleaning of tables and floors of Canteen Hall, pantry and kitchen.



The contractor shall make regular and full payment of wages/salaries and other payments to the employees and furnish necessary proof, as and when demanded by the Chairman, CMC. The contractor shall not engage or employ any child labour below the age of 18years.

The Contractor shall maintain a record showing names and addresses of the persons engaged along with photographs of each person and shall produce the same for inspection on demand by the Chairman or any person authorised by the Central Board.

The contractor shall supply uniforms of the pattern approved by the Central Board as per details given to the Catering staff at his own cost and shall ensure that the uniforms are neat and clean at his own cost. He shall also ensure that all canteen employees, during their working hours, shall wear uniforms. No canteen employees shall be allowed to continue his duty without uniform of approved pattern.

11.0 Contractor's liabilities and Legal Bindings

11.1 The contractor shall indemnify the Central Board against any claim under the payment of Wages Act, 1936, and/or the Minimum Wages Act, 1948, Workman Compensation Act or any statutory obligations arising out of any person employed by him.

11.2 The Contractor shall also indemnify the Central Board and every member, officer and employee of the Central Board against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor in the performance of his obligations under this contract.

11.3 The Contractor shall be responsible for the compliance with laws applicable and/or which might become applicable to the Union Territory of Delhi, Rules and Regulations relating to the Control Labour (Regulation and Abolition) Act, 1970, Factories Act, 1948, Employee's Provident Funds and Misc., Provisions Act, 1952, Payment of Gratuity Act, 1972, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923 Shops & Establishments Act and such other Acts, Laws or Regulations passed by the Central/State Municipal and Local Government Agency or authority.



- 11.4 The contractor shall be bound to comply with laws, rules and regulations relating to Protection of Consumer rights especially for quality, quantity and rates in the interest of Central Boards employees.
- 11.5 The contractor shall maintain proper records with respect to the above Acts, as may be applicable to the contractor working and his workmen which would be subject to check, from time to time by the CMC.
- 11.6 The contractor shall be solely and exclusively liable for the payment of any and all taxes hereafter imposed, increased or modified from time to time and all Income Tax, Sales Tax now in force and hereafter increased, and all contributions and taxes for un-employment compensation, insurance and old age pensions or annuities now or hereafter imposed by the Central Government or State Government authority which are imposed with respect to or covered by the wages, salaries or other compensation paid to person employed by the Contractor.
- 11.7 The contractor shall abide by the local Government laws relating to Rationing and stocking of food grains, sale of food, etc. and shall obtain the necessary licences from the Competent Authority, at his own cost and responsibilities.
- 11.8 The contractor shall exclusively be liable and responsible for his Employee's wages, PF, Bonus, Medical, Uniforms and full compliance in their respect with all statutory laws, rules and regulations as applicable to them.
- 11.9 Credit sales, if any, affected by the contractor will be at his own risk and responsibility and that the 'Central Board' will not in any way be responsible for the recovery of such arrears in these transactions. Also, the Central Board shall not be responsible for any amount due from the contractor to any person(s) in respect of food stuffs supplied/or otherwise.
- 11.10 The security deposit shall be held by the Central Board as a security for due performance of the contractor's obligations under the contract provided that nothing herein shall make it incumbent upon the Board to utilise the security deposit in preference to any other remedy which the Board may have or shall be construed as confining the claims of the Central Board against the contractor to the quantum of security deposit.



11.11 The contractor shall be responsible for the safe custody of all the items of furniture, cutlery, etc. provided to the contractor and the fittings in the canteen premises, etc. and shall hand over the same to the Central Board AS AND WHEN DEMANDED. Any loss or breakage in these items shall be at the cost and responsibility of the contractor and shall be made good by the contractor.

11.12 Replacement of utensils, cutleries, furniture, etc. shall be made by the Central Board only for the normal wear and tear. In respect of all other items, normal wear and tear will be decided by the Central Board. Breakages and all other losses whatsoever and replacements required to be made shall be made good by the Contractor at his cost in the manner as may be decided by the Central Board. In case, the contractor fails to make good the aforesaid losses, the Central Board shall be at liberty to recover the cost of these items from the security deposit and the dues payable by the Central Board to the contractor. If the contractor fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Central Board may:

- i) Hold the contractor liable for all losses or damages occasioned to the Central Board by such failure or neglect;
- ii) Hold the contractor liable to pay damages and compensation for loss and inconvenience caused by the dislocation of all or any of the canteen services by the sudden discontinuance/dislocation or stoppages of such running of the canteen or catering service.

11.13 The Central Board authorities may make such arrangements of materials, eatables and other provisions as deemed fit and the expenses incurred on such account will be realised from the security deposit/pending bills, if any of the contractor without prejudice to its other contractual rights under the existing laws and the Central Board will have the right to take possession of the canteen after breaking open the lock or locks if any and making inventory of the materials kept in the canteen building and houses in the presence of two witnesses. If, however, the loss/dislocation of the canteen and catering services or any inconvenience is caused by an accident beyond the control of contractor, the contractor may not be held liable for any damage at the discretion of the Central Board.



12.0 Non waiver of defaults

Any failure by the Central Board at any time/or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract, or to exercise a right herein, shall not constitute a waiver of such terms, conditions or right and shall not effect or impair the same, or the right of the Central Board at any time to avail itself of the same.

13.0 Security Deposit

13.1 The Contractor shall be required to furnish security deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of Central Pollution Control Board, Delhi. This security deposit for due performance of the contractors obligations under the contract and does not carry any interest.

13.2 The security deposit will be refunded subject to the contractor rendering complete account of materials supplied by the Central Board. Any shortage in inventories or any damages to the properties vested with the Contractor by the Central Board will make the Contractor liable to make well, the cost of such inventories or damages at a value as may be determined by the Central Board at the time when such shortage is detected. The same shall be adjusted against the security deposit.

14.0 Penalties

14.1 The Central Board may impose fine(s) under the circumstances and norms as decided by the Committee. The contractor shall have to abide by them and liable to pay penalty / penalties) if imposed on violation of any terms and conditions of the Tender/Contract as described hereby, in the event of any lack, complaint(s) delay/non-supply/short supply/inferior type of eatables/ingredient or stuff of raw materials.

14.2 The Chairman, CMC or his nominated person would be the final authority regarding imposition of penalty under various charges as enumerated above. His decision shall be final and binding on the contractor.



- 14.3 For the purpose of acceptance of complaint, a written complaint from 'CHAIRMAN' will be a valid document. It will be the responsibility of the contractor to prove it to the entire satisfaction of the Central Board that the penalties need not be imposed. The decision of the Chairman, CMC in this regard will not be subject to dispute or arbitration, the sole criterion being to ensure prompt and wholesome service to the employees of the Central Board.
- 14.4 In event of any complaint of non-fulfilment of any of the terms of agreement regarding delay/short or non-supply of meals, irregular and untimely running of the canteen and catering service, use of inferior type of ingredient(s), stuff, raw material(s) of the eatables, the Central Board may impose a **fine not exceeding Rs.1000/- for any one of the above mentioned defaults** depending upon its nature and the fine so imposed shall be realised by deducting the amount from pending bills or security deposit.
- 14.5 The Central Board, in the event of lack of cleanliness and hygienic conditions in the canteen, may impose a **penalty of Rs.50/- per day** on the contractor till remedial action is taken. All the existing rules and regulations of the Factories Inspectorate shall be observed by the contractor.
- 14.6 The contractor shall ensure that peace and order is maintained in the Canteen. If peace and order in the canteen is disturbed due to the lapse on the part of the contractor, a penalty of Rs. 100/- for such lapse leading to disturbance of peace/order may be imposed by the Central Board. Continuing nuisance of this type would render the contractor liable for termination of the contract without notice by the Central Board.
- 14.7 If, it is found that the quantity/quality of meals/snacks served is not as per the norms laid down in **Schedule – I, a penalty up to Rs.500/-** may be imposed by the Central Board for every such occasion and/ or eventually.
- 14.8 If, on finding the contractor misusing the facilities provided by the Central Board for any other purpose not covered under the contract, the **Central Board will be free to levy penalty which may extend to Rs.1,000/-**. The contractor shall ensure that none in his employment is allowed to sell meals to unauthorised persons within the Parivesh Bhawan by accepting cash. In the event of any of his employee being found selling meals to



unauthorised persons in the Parivesh Bhawan, the contractor shall remove such person on the instruction of authorised person by the Central Board.

In the event of the contractor suspending or abandoning catering services without giving proper notice to the Central Board without handing over charge of the canteen materials entrusted to him by the Central Board, the whole of his security money and other dues payable to him shall stand forfeited to the Central Board and he shall also be liable for a penalty as deemed fit and proper for breach of contract and towards the loss of various accessories and furniture entrusted to the contractor.

15.0 Commencement and period of contract

15.1 The period of contract shall be initially for two year and can be extended for further one or more year, if the services provided by the firm found satisfactory.

15.2 The contractor shall take possession and start functioning within 10 days from the date of receipt of 'the letter of intent from the Central Board'.

15.3 The contract shall be in force for the period stipulated in the contract and on the expiry thereof, it will be deemed to have been terminated automatically. Further, the contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to any other intending party.

15.4 In the event of any dispute arising out of the Clauses mentioned above, the same shall be referred to the Chairman, Central Pollution Control Board or to any person nominated/ appointed by him for decisions and his decision shall be final and binding on both the parties.

15.5 An agreement will be executed on **stamp paper of Rs.100/-** or up-ward at the time of taking the possession of the contract.

16.0 Termination of Contract

16.1 If, it is found that the quality of meals supplied and/or the service rendered by the contractor are unsatisfactory or that the contractor has violated any terms and



conditions of the contract –and agreement, then in that event, the Canteen Management Committee will be entitled to terminate this contract, at any time without assigning any reasons whatsoever, and without notice.

16.2 If, at any stage during the period of the contract, any case involving moral turpitude is instituted in a Court of Law against the contractor or any of its agents/servants, the Central Board reserves the exclusive and special right to out rightly termination of the contract and the contractor shall not be entitled to any compensation from the Central Board whatsoever.

16.3 Same as provided in Clauses-1 & 2 above, either of the parties to this contract can relieve themselves from the contract by giving two months' notice assigning reason thereof.

17.0 Materials and Supply

For cooking purpose, only double refined sunflower oil/ ground nut oil/ vegetable oil/ mustard oil of reputed brands like Sundrop, Saffola, Dhara, Nature Fresh, Fortune or its equivalent shall be used. Cost of the cooking gas (LPG) shall be met by the contractor.

In case of erratic supply of electricity for the reasons beyond the control of the Central Board, the contractor shall have to use ice for chilling the cold drink bottles at his own cost.

- The contractor shall use seasonal vegetables of good quality and shall not serve one type of vegetable for more than two days in a week.

- **Pickles** : Kisan, Maggi or its equivalent.
- **Chatni/Sauce** : Kissan, Maggi or its equivalent.
- **Curd** : Self prepared, Mother Dairy, Amul, Britannia or its equivalent.
- **Milk** : Mother Dairy, Delhi Milk Scheme, Amul full cream

- **Rice** : Basmati rice in meeting and Parmal rice inn daily lunch
- **Flour, Besan** : Agmark, ISI marked fresh stock.

- Bread : of approved quality, Britannia, Modern, Harvest or its equivalent.

- **Paneer** : Fresh and Hygienic as approved by the Committee.



- **Dal, Beans & Sugar** : Season's fresh supply, neat and clean, marketed by Super Bazaar/ Kendriya Bhandar/ Co-op Stores of following type: Arhar, Rajma, Urad, Safed Chana, Kala Chana, Moong (Sabut), Channa (Dhooli), Soya Beans, Lubhia etc.

The contractor shall have to maintain the following weekly supply schedule for Non-Vegetarian Meals:

1. Egg Curry two days in a week.
2. Meat/Chicken/Fish etc. two days in a week.

- The Meat and Eggs shall be fresh and of best quality.

- **Tea** : Quality products available in market such as TAJ MAHAL, BROOKE BOND SPECIAL, TATA Tea or its equivalent or as approved by the Committee.

- **Coffee** : Quality products available in the market such as Nescafe, Nestle, Bru, Brooke Bond or its equivalent or as approved by the Committee.

- **Cold Drinks** : Coca-Cola Group or PepsiCo company products.

- **Biscuits** : Fresh supply of reputed brands available in the market of approved quality: Britannia, Parle or its equivalent.

- **Salt** : Good quality iodised salt of TATA brand or its equivalent.

- **Spices (Masala)** : Quality products available in the market such as MDH, Everest or its equivalent or ISI or Agmark those approved by the Committee, or marketed by Super Bazaar/ Co-operative Store.

The food shall be wholesome and of best quality as approved by the CMC. Before using the raw materials and other ingredients for cooking, the contractor shall ensure their wholesomeness. CPCB through the Committee shall have the authority to carry out tests/ checks at their convenience of raw materials, ingredients for eatables and cooking arrangements.



Annexure - I

FORM OF CONTRACT

THIS CONTRACT made at _____ on this _____ day of _____ 2017 BETWEEN the Central Pollution Control Board, A Government of India Organisation under the Ministry of Environment & Forests, and

_____ carrying on business sole proprietorship/ carrying on business in _____, a Company registered in India under the Indian Companies Act, 1913/1956, having its registered office at _____ hereinafter referred to as the 'CONTRACTOR' which expression shall include his/their/its executors, administrators, representatives and permitted assigns successors and permitted assigns of the other part:

WHEREAS

The owner desires to have executed the works of _____

more specifically mentioned and described in the contract documents (hereinafter called the 'work' which expression shall include all amendments therein and or modifications thereof) and has accepted the tender of the contractor for the said work.

ARTICLE – 1: CONTRACT DOCUMENTS

The following documents shall constitute the contract documents namely:

- a) This contract;
- b) Tender documents as defined in the General Instructions to bidders;
- c) Letter of intent from the 'Central Board'.
- d) Acceptance to tender
- e) Further Amendment(s).

The form of contract is at Annexure –I & the facility provided by Central Board is placed at Annexure-II.



ARTICLE – 2: WORK TO BE PERFORMED

The contractor shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE – 3: COMPENSATION

Subject to and upon the terms and conditions contained in the Contract Documents, the owner shall pay Contractor compensation as specified in the Contract Documents upon the satisfactory performance of the said work and/or otherwise as may be specified in the Contract Documents.

ARTICLE – 4: JUSTIFICATION

Notwithstanding any other Court of Courts having jurisdiction to decide the question(s) forming the subject matter of a suit, any and all actions and proceeding arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Delhi (where this Contract has been signed on behalf of the owner) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE – 5: ENTIRE CONTRACT

The Contract Documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement understanding or agreement of any kind not included within the Contract Document and all prior negotiations, representation, contract and/or agreement and understandings are hereby cancelled.

(Signature)

for and on behalf of CPCB

(Signature)

for and on behalf of Contractor

Witness:

1.

2.



Annexure - II

Facilities provided by the Central Board

The Central Board shall provide the following facilities and/or equipments free of charge to the Contractor for the sole purpose of providing canteen services and a list of the same shall be provided at the time of possession.

1. Premises with Dining Hall, Kitchen, Pantry
2. Furniture for Dining Hall
3. Bulbs, Tube lights, Ceiling fans and Exhaust fans
4. Counter and chair (a set)
5. Water bucket
6. Water and Electricity
7. Wash basin
8. Refrigerator
9. Hot Case
10. Karahi
11. Geyser (Electrical)
12. Grinder
13. Fly Catcher
14. Cup for serving of tea
15. Plates for serving of lunch
16. Trolley for floor service

The cups for serving of daily tea will be provided by CPCB. A breakage of 5% per month will be allowed, beyond this market rates will be charged from the Canteen Contractor.



Schedule-I (Price Bid)

Approved rates for eatables to be served in the canteen cafeteria

| S. N | Items | Quantity | Weightage | Rate (Rs.) |
|-------------|--|-----------------|------------------|-------------------|
| 1. | Tea (Normal) | 120 ML | 20 | |
| 2. | Meeting Tea with snacks | 120 ML | 10 | |
| 3. | Lunch Thali | Per plate | 15 | |
| 4. | Snacks- Samosa /bread pakoda / kachori / spring rolls/bread rolls etc. | 01 no. | 15 | |
| 5. | Buffet Lunch for meetings | Per plate | 10 | |
| 6. | High tea for meetings | 01 no. | 15 | |
| 7. | Box for farewell /other occasions | 01 box | 5 | |
| 8. | Service charges for outside items i.e. packed lunch etc. | 01 no. | 10 | |

The taxes if any, etc. should be clearly mentioned.

Lunch Thali

| | |
|---|-----------|
| VEGETARIAN MEALS: 4 Chapattis (160grms), one vegetable, Raita, one Dal, Salad OR 2 Chapattis (80grms.), Half Plate Rice, One Vegetable, Raita, One Dal, Salad | Per plate |
| NON VEGETARIAN MEALS: Same as above, but Meat instead of vegetable. | Per plate |



Schedule-II

Buffet lunch for Meetings/ Conferences

| Sl. No | Description of items |
|----------|--|
| 1 | Meeting Lunch (Veg) |
| | Soup |
| | Seasonal vegetable Curry |
| | Paneer Curry |
| | Dal |
| | Rice |
| | Roti with butter |
| | Raita |
| | Papad |
| | Salad |
| | Ice Cream/ Sweet (Gulab Jamoon/ Rasgulla – 02pcs.) |
| 2 | Meeting Lunch (Non Veg) |
| | All items of ordinary meeting lunch with one Non- Veg. item |
| 3 | High Tea |
| | Wafers |
| | Pastry |
| | Sandwich/ Paneer Pakoda |
| | Biscuits |
| | Roasted & Salted Cashew Nuts (Kaju) – 25grms |
| | Packed Fruit Juice (Frooti/ Maaza/ Real/ Tropicana) |
| | Tea/ Coffee |
| 4 | Meeting Tea |
| | Tea with tea bag and 02 no. Sugar cubes |
| | or |
| | Coffee with coffee pouch and 02 no. Sugar cubes |
| | Biscuits – 01 Sweet, 01 Salty & 01 Cream |
| 5 | Box for farewell and occasions |
| | Tea |
| | Box containing one Balushahi made in Desi ghee, one cheese pakora (25 gms) and Wafers 10 gms |
| | Or |
| | Frooti or equivalent. |
| | Box containing one Balushahi made in Desi ghee, one cheese pakora (25 gms) and Wafers 10 gms |

NOTE:

1. The Menu will be decided by the Committee from the above stated food items. The Crockery and cup/saucers will of the standard size as used in the canteens of the Govt. of India Departments.
2. If the bidder would like to provide/ serve other items apart from the above schedule, they can mention the details and rates for those items also.

Signature of bidder with stamp



PRE-CONTRACT INTEGRITY PACT

General

This pre –bid pre – contract Agreement (hereinafter called the integrity Pact) is made on---
----- day of the month of -----
-----2017, between, on one hand the Member Secretary, represented by I/c, Building,
Central Pollution Control Board, Ministry of Environment, Forests & Climate Change,
Government of India, hereinafter called the “Buyer” which expression shall mean and
include, unless the context otherwise requires, his successors and its assignees) of the first
part and M/s _____, represented by,
_____ (hereinafter called the Bidder/Seller which expression shall
mean and include, unless the context otherwise requires, his successors and its assignees)
of the second part.

Whereas the BUYER proposes to procure/work and the BIDDER/Seller is willing to offer/has
offered the stores/work and

Whereas the Bidder is a private company/public company/partnership/ registered export
agency, constituted in accordance with the relevant law in the matter and the Buyer is
Member Secretary, Central Pollution Control Board, Ministry of Environment & Forests,
Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from
any influence/unprejudiced dealings prior to, during and subsequent to the currency of the
contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired work 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

Enabling BIDDERS to abstain from bribing or any corrupt practice in order to secure the
contract by providing assurance to them that their competitors will also refrain from



bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1.0 Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a 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.
- 1.2 The BUYER will, during the pre-contract stage, treat all 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 other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *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.

2.0 Commitments of BIDDERS

- 2.1 The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:-

- 2.2 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.
- 2.3 The BIDDER further undertakes that he 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.
- 2.4 The BIDDER shall disclose the name and the address of the agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declare to the BUYER that the BIDDER is the original manufacturer/integrator/authorized dealer 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 individuals, firms or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments 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.

2.8 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.

2.9 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.10 The Bidder shall not use improperly, for purposes 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 proposals 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.

2.11 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.12 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officers of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling the tender. The term relative for this purpose would be defined in Section 6 of Companies Act 1956.

3. Previous Transgression

3.1 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.

3.2 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.

4. Earnest Money (Security Deposit)

4.1. Every bidder, while submitting commercial bid, shall deposit an amount as specified in the NIT as Earnest Money with the buyer through any of the following instruments:-

- (i) Bank Draft or a Pay Order in favour of the CPCB, Delhi,
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CPCB, Government of India, 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 for payment.
- (ii) Any other mode or through any other instrument, as stated in tender.

4.2. The Security Deposit shall be valid up to a period of one year or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

4.3 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.

4.4 The provisions regarding Sanctions for Violation in Integrity Pact include 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 Integrity Pact.



4.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violation**

5.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his 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) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, 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 an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, 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 for any other stores, 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 other contact with the BIDDER. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancelation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to BIDDER.



- (vii) To debar the Bidder from entering into any bid from the Government of India 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 middleman or agent or broker with a view to securing the contract.
- (ix) 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.
- (x) 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.
- (xi) 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.

5.2 The Buyer will be entitled to take all or any actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDERS or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDERS), or any offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage



that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price 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.

7. Independent Monitors

7.1 The Buyer has appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission.

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the authority designated by the BUYER.

7.6 The BIDDER's accept that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of all the BIDDER's / subcontractors with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.



7.8 The Monitors will submit a written report to the designated Authority of BUYER 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.

8. **Facilitation of Investigation**

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

9. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

10. **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 extant law in force relating to any civil or criminal proceedings.

11. **Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 1 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warrantee period 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.

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



12. The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER

Member Secretary
Central Pollution control Board
Ministry of Environment, Forests & Climate Change
GOVERNMENT OF INDIA

BIDDER

Witness

1. _____

2. _____

Witness

1. _____

2. _____



(Instructions for Online Bid Submission)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective **'My Tenders'** folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use **"My Space"** or **"Other Important Documents"** area available to them to upload such documents. These documents may be directly submitted from the **"My Space"** area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.



- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “**offline**” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers /bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.



- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “**Freeze Bid Submission**” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or **Shri Anand Kumar, Chairman, CMC**, (Mobile No.9818255368) or **Shri Shital Prasad, Administrative Office** (Mob.No.9313636336).
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
