



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

**E-Tender Notice**

Tender Enquiry No. : C-48012/RC/Lab Consumables/2020-22/Mat

Online bids are invited under two bid system i.e. Technical and Financial Bids for Registration of Suppliers for Rate Contract of Various Lab Consumables (Chemicals, Glassware, Plasticwares, Filter Paper & Gases etc) for 2 years i.e. 2020-21 and 2021-22 from registered manufacturers and authorized dealers of the brands mentioned as per Annexure-II of the tender. Tender can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & CPCB's website <http://www.cpcb.nic.in>. The bids to be submitted on CPP Portal only.

Name of Goods	Registration of Suppliers for Rate Contract of Various Lab Consumables (Chemicals, Glassware, Plasticwares, Filter Paper & Gases etc) for the years 2020-21 and 2021-22.
Earnest Money Deposit (EMD)	Rs.25,000/- (Refundable)
Date of Publishing of Tender	22.05.2020 (03:00 PM)
Clarification Start Date	22.05.2020 (03:00 PM)
Clarification End Date	27.05.2020 (03:00 PM)
Date of Start of submission of bids	22.05.2020 (03:00 PM)
Last date and time for online submission/ uploading of bids	15.06.2020 (06:00 PM)
Date and time for opening of Technical bids	17.06.2020 (11:30 AM)
Date and time for opening of Financial bids of the technically qualified bidders	It will be announced on the above portal after opening of technical bids.

-s/d-

(Ashok Kashyap)  
AO (Material)

## TERMS AND CONDITIONS

### **A. Technical Bid must contain the following Documents:-**

1. Scanned copy of receipt of an EMD of Rs.25,000/- deposited through Pay Order/ Demand Draft in favour of CPCB or copy of Registration with MSME/NSIC/DIC if claiming for EMD Exemption.
2. Scanned Copy of Pan Card of the firm.
3. Scanned Copy of GSTIN Registration Certificate.
4. Scanned Copy of latest GST Return.
5. In case of authorized dealer, Scanned Copy of authorization certificate from principal manufacturer(with period of validity) as per Annexure-I. **The same will be verified by CPCB from the Principal manufacturer.**
6. An undertaking to the effect that the firm has not been black listed by any of the government department during last 03 years i.e. financial years.
7. Tender Form as per Annexure-III and documents mentioned therein.
8. Scanned Copy of performance certificate by Government organisations.
9. Duly Signed and Stamped Integrity Pact (as per Annexure-IV).

Note:- The duly scanned copies of all the documents which are part of Technical bid shall be uploaded on CPP Portal (<http://eprocure.gov.in/eprocure/app>)

The prospective bidders may seek clarifications regarding the tender document, terms and conditions on or before clarification end date on the email id : [ashokkashyap.cpcb@nic.in](mailto:ashokkashyap.cpcb@nic.in)

**Hard Copies of the Technical Bid alongwith DD/Pay Order for EMD should be deposited on or before the last date of bid submission to Central Pollution Control Board, Delhi-110032.**

In case, any of the above said documents are found missing on the website or in the sealed envelope, the tender of such agency shall be summarily rejected.

### **B. Financial Bid:-**

**The Financial Bid (BOQ) shall be submitted on CPP Portal (<http://eprocure.gov.in/eprocure/app>) only as pdf/boq format.**

### **C. General Terms & Conditions:-**

1. Goods shall be strictly as per make & brand as mentioned in Annexure-IV of this tender document.
2. **Earnest Money Deposit (EMD)**: The firm must submit EMD of Rs.25,000/- (Rs. Twenty Five thousand only) in the form of DD/Pay Order in favour of Central Pollution Control Board and no interest would be paid on such EMD amount. EMD Exemption will be granted as per Govt Policies to eligible bidders. Bidders who are registered with MSME/NSIC/DIC are exempted from payment of EMD. The bidders claiming EMD exemption must upload and submit proof of Registration with MSME/NSIC/DIC, failing which no exemption will be given and the bid may be rejected.
3. Bidder must upload the scanned copy of DD/ Pay Order on CPP Portal.
4. The detailed specifications of the material offered along with relevant technical literature and descriptive catalogue should be attached with the offer.

5. **Performance Certificate** : Please indicate in your quotation, names and address of some of the Government organizations along with the contact persons, their telephone numbers, numbers, fax numbers etc., to whom you have supplied similar type of items. Please invariably include a copy of the performance certificates obtained.
6. Dealer/Supplier must be based in Delhi/NCR only. In case of manufacturers bidding directly, please earmark at least one or more Local distributors / suppliers in **Delhi/NCR** for supply of material as and when required in cases of emergency.
7. The parties applying for registration with CPCB should submit a copy of current catalogue in form of a CD in addition to the hard copy of all the catalogues. The digital catalogues must be prepared in MS-Excel format. A suitable software for preparation of estimates / quotation according to the catalogue and preparation of supply orders is desirable. Offers not supported by digital catalogues are liable to be rejected.
8. The Technical Bids will be opened first as per the critical dates and the Financial Bids will be opened later on for those tenderers who will qualify in Technical Bid.
9. **Destination:** The material shall be delivered at the designated Lab/site (Ground/1<sup>st</sup> Floor/2<sup>nd</sup> Floor/3<sup>rd</sup> Floor/4<sup>th</sup> Floor) of the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 as specified in the purchase order.
10. **Terms of Delivery:-** Materials shall be delivered within the stipulated time given in supply order failing which Liquidity Damages/Risk Purchase Clause shall apply.
11. 100% payment shall be made through Cheque/ECS/RTGS after the delivery of material in good & prescribed conditions. A duly certified/stamped mandate form to be provided as per the format attached in this tender document.
12. **Consignee:** Incharge of the concerned Lab/division or the officer designated by HOD.
13. Any damage to the material during transportation shall be on the contractor's account and have to be replaced without any further levies of charges.
14. The purchaser reserves the right to accept or reject any or all tenders without assigning any reason. However, the bidder can ask the reason for such rejection by furnishing an application in writing in this regard.
15. In all cases of disputes, the decision of the Chairman, CPCB shall be binding on all parties.
16. **Applicable Law & Jurisdiction** :The contract shall be governed by the laws of India for the time being in force. The court of Delhi, India shall be exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.

17. The details of the rates shall be provided with full breakup e.g. cost of material and Taxes (GST) etc., nothing will be paid extra.
18. Order of the goods- CPCB will place the orders as and when required with respect to quantity and make, anytime during the contract period.
19. **Obtaining Bid Documents** - The bid documents shall be available for downloading on CPP Portal (<http://eprocure.gov.in/eprocure/app>) & CPCB's website <http://www.cpcb.nic.in>. However bids shall be submitted only on CPP Portal (<http://eprocure.gov.in/eprocure/app>)
20. Separate Rate Contract can be placed to the bidders on the basis of discount offered by them for different items.
21. **Please note that the dealer's discount shall be over and above the manufacturer's discount.**
22. The discount shall be valid for the period of term contract of 02 years i.e. financial year 2020-21 & 2021-22 (01 Apr 2020 to 31 March 2022). However, the catalogue rate for the current period shall be applicable.
23. **Evaluation**-The Technical Bids shall only be opened for evaluation. Based on the evaluation of the technical bids, financial bid of only those manufactures/dealers found suitable as per requirement shall be opened.
24. After evaluating the financial bids, the vendors quoting lowest price/offering maximum cumulative discount (manufacturer's discount plus dealer's discount) would be shortlisted for the purpose of empanelment.
25. Further in best public interest and in order to ensure timely supply of the required material, other bidders offering comparatively higher prices will be asked to match the lowest bid. And if they agree, they will also be included in the panel of rate contract supplier.
26. **Risk purchase clause:** If the supplier fails to deliver the goods within the maximum delivery period specified in the contract, the purchaser may procure, upon such terms and in such a manner as is deemed appropriate, goods or services similar to those undelivered and the supplier would be liable to the purchaser for any excess cost, if any for similar goods or services.
27. **Liquidity Damage Clause:** The date of delivery should be strictly adhered to, otherwise, CPCB reserve the right not to accept the delivery in part or full. The Liquidity Damage @0.5% per week subject to maximum @10% of value of order can be imposed in case of default on the date of delivery.
28. **Validity of Tenders:** - The validity of the tender will be for a period of 90 days from the date of opening of the Technical Bid.
29. **Terms of Contract:-** The order should be supplied in proper package to protect them from damage and degradation during transport, storage and should be delivered without any damage to the Institute.
30. Bidder shall abide by all the terms & conditions of tender document.

31. **Defective and sub-standard quality of consumables supplied will not be accepted.** If quality of any material found inferior, the concerned supplier may be blacklisted for future supplies. Suppliers shall have to take back and replace the rejected materials at their own cost within 15 days of the rejection failing which action as deemed fit will be taken. **CPCB shall not be responsible for the safe custody of the rejected materials.**
32. CPCB reserves the right to seek samples for all other material as and when deemed necessary in the process of evaluation.
33. **Warranty:** Warranty for any manufacturing defects and satisfactory performance may be specifically indicated.
34. The rate contract can be terminated at any time by giving one month's notice by either party. In case of any fraud or indulgence in any illegal or unethical practice, contract shall be terminated at anytime. A Integrity pact has to be signed between the supplier and the CPCB. The same has been given in this tender document, which should be signed and submitted by the supplier alongwith the technical bid (Annexure VI).
35. EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender.
36. The EMD of all unsuccessful bidders shall be returned after finalization of contract with the successful bidder(s). No interest will be payable by CPCB on the EMD returned to the unsuccessful bidder(s).
37. The EMD of the bidder (s) whose offer is accepted will be converted into Security Deposit and will be returned after completion of contract period. However, no interest on EMD shall be payable to the bidders.
38. It is not essential for a bidder to quote rates for all items. The interested bidder can quote rates selectively for the items in which the firm deals. Accordingly, more than one Rate Contract can be awarded for different items.
39. CPCB is registered with DSIT/DSR for Custom Duty Exemption and Concessional GST Rates. GST Concession Certificate alongwith a copy of DSIR Certificate will be given with the purchase order.
40. Conditional offers will not be considered.

-s/d-  
Ashok Kashyap  
AO (Material)

**Authorization Certificate to be given by the manufacturer**  
*(on letter head)*

*Certified that we M/s ..... are the sole manufacturer of the items quoted in this tender.*

*We further authorize M/s. .... For supply & billing against rate contract through this tender.*

*Certified that the price catalogue submitted along with the bid is the only one in circulation.*

*Certified that the discount offered to CPCB is not lesser to that offered to any other govt. Department / R&D establishments.*

*Certified that all the terms & conditions of the tender document are acceptable and binding on us.*

**Authorized signatory / Signature of the bidder**

**Name of the Firm & Seal.**

## Annexure-II

### Name of the brands of Chemicals/Glassware/Plasticwares/Filter Paper and Type of Gases to be quoted

hemicals / Solvent / Glasswares/ Plasticwares / Filter Paper etc					
Sigma Aldrich Inc.	Merck (India & Imported)	Finar Ltd	Cole Parmer	SD Fine Chemicals	Inorganic Venture AAS/ICP Standards
LGC-Dr. Erhnstropher	Thermo Fischer	Wipro GE Healthcare Pvt Ltd	Glassco	Accustandard	Infusil
Roth Specialities	Loba Chemie	Pall Gelman	Jain Scientific Glassworks	BOROSIL	Qualigens
Brand Scientific	Thomas Baker	Corning Inc USA Make	Vensil Glass Works	Riviera	CPI International, USA
Pfact	Whatman	Glasil Scientific Industries	Dewsil Sci. Pvt Ltd	Tarson	Idexx, USA
Avantor VWR	Avantor Performance (Rankem-JT Baker)	Himedia	Green Genome	Fluka	Sisco Research Laboratories
Jain Scientific Bitotech	Qualikems Fine Chem	Eppendorf	Axiva Sichem Biotech	Supelco	Wako Pure Chemicals
Titan Biotech	Sartorius	SVS Fine Chemicals	Honeywell (Fluka)	Finnipipette	Any other brand
<p>Note : CPCB may consider the Rate Contract proposal of any Manufacturer not listed above subject to fulfilling of all other terms and conditions of the this tender and subject to evaluation and recommendation of the Purchase Committee.</p>					

Analytical Gases
Refilling of Nitrogen Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Hydrogen Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Helium Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Oxygen Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Argon Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Acetylene Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of Zero Air Gas – 99.9995% pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> )
Refilling of 50 ppm NO balance Nitrogen in 10 Litre Water Capacity Cylinder
Refilling of 35 ppm Ammonia balance Nitrogen in 10 Litre Water Capacity Cylinder
Refilling of 5% Methane balance Helium in 10 Litre Water Capacity Cylinder

**TENDER FORM - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

S.No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name & Address of the Manufacturer/Authorized Distributor		
2.	Whether the Firm/Dealer is located in Delhi/NCR (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No)		
5.	Copy of Registration of firm		
6.	Copy of GST Registration		
7.	Copy of PAN/TAN Card		
8.	Authorization certificate from the manufacturer/principal		
9.	Authorization certificate for Distributors/Dealer		
10.	Certificate for No Deviation from Make/Quality		
11.	Certificate for Price Justification/reasonability		
12.	Non Blacklisting Certificate		
13.	Copy of Income Tax Return for last 3 years		
14.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
15.	Drug License (If applicable on any item given in technical bid)		
16.	Quality Assurance Certificate (Please specify)		
17.	Have you previously supplied these items to any Government organisation? If yes, attach the relevant proof (POs/Rate Contract/Performance Certificates etc).		
18.	Name and Mobile Number of Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
19.	Any other information important in the opinion of the tenderer.		

Δ. Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.

E. In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Dated:



Place:

**Undertaking**

1. That I/we have carefully studied all the terms & conditions of the tender and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the CPCB, Delhi. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

## INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of .....2020, between, CPCB, An autonomous body acting through **the Member Secretary, CPCB**, hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part 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 and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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 CPCB work under the ageis of Environment & Forests, performing its functions as per the provisions of The Water (Prevention & Control of Pollution) Act 1974, The Air (Prevention & Control of Pollution) Act ,1981 and the Environment (Protection) Act,1986.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment 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 indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### 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 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 inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

2. 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 stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 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.
  - 2.2 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.
  - 2.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 2.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence 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.
  - 2.6 The BIDDER, either while presenting the bid or during pre-contract 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.

- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person action 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 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.
- 2.13 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.

### **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 The BIDDER agrees that if it 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. Sanctions for Violations**

- 4.1 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) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) 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 or any other Contracts with the BIDDER. 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 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) 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) 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.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an 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.
- 4.3 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 Independent Monitor (s) appointed for the purposes of this Pact.

5. **Fall Clause**

- 5.1 The BIDDER undertakes that it 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 Ministry/Department of the Government of India 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 Ministry/Department of the Government of India 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.

6. **Independent Monitors**

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Mobile No. **8008516763**, email : [jr.garg@yahoo.com](mailto:jr.garg@yahoo.com) ).
- 6.2 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.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 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.
- 6.6 The BIDDER(s) accepts that the Monitor 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 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.
- 6.8 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.

7. **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 and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction**

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

9. **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.

10. **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty 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.

10.2 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.

11. The parties hereby sign the Integrity Pact at .....on.....

BUYER

BIDDER

Name of the Officer.  
Designation  
Deptt./MINISTRY/PSU

CHIEF EXECUTIVE OFFICER

Witness

Witness

1.....

1.....

2.....

2.....

## Mandate Form

- a) Name of the payee :  
(As appeared in bank account) :
- b) Bank Account No. :
- c) Bank :
- d) Branch :
- e) IFSC Code :
- f) Address of the payee :
- g) E-mail ID :
- h) Mobile No. :

(Signature of payee with stamp)