



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

**NOTICE INVITING TENDER**

Tender Enquiry No. : C-48012/RC/Lab Consumables/2022-24/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. 2022-23 and 2023-24 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 2022-23 and 2023-24.
Earnest Money Deposit (EMD)	Not Applicable (in lieu of the EMD, Bid Security Form to be submitted by the bidders)
Date of Publishing of Tender	09.03.2022 (1500 hrs)
Clarification Start Date	09.03.2022 (1500 hrs)
Clarification End Date	13.03.2022 (1500 hrs)
Date of Start of submission of bids	15.03.2022 (1500 hrs)
Last date and time for online submission/ uploading of bids	25.03.2022 (1500 hrs)
Date and time for opening of Technical bids	28.03.2022 (1500 hrs)
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-

(Meena Sharma)  
AO (Material)



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### **ELIGIBILITY CRITERIA FOR BIDDERS**

1. The Bidder's Firm should have existence for minimum period of 3 years. (Copy of Certificate of Incorporation/ Registration Certificate of the Firm to be submitted).
2. The Bidder must not be blacklisted/suspended or any service related dispute with any organisation/ Govt. Organisation in India or outside. A declaration to that affect has to be given on the Tender Form at Annexure III.
3. Client Details:- The Bidder should have 2 or more Rate Contracts with any Govt. Organization in the past three years for the similar items. Copies of such rate contracts must be enclosed with the Offer.
4. The Average Annual Business turnover of the Bidder should be Rupees **10 Lakh** or more in the last 3 financial years (2018-19, 2019-20 & 2020-21). The bidder shall enclose the audited balance sheet/certificate from Chartered Accountant for proof of the same.
5. Dealer/Supplier must be based in Delhi/NCR only. If the Bidder is a Local Distributor/dealer/Stockiest, it is mandatory to attach authorization certificate along with the bid.



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### **TERMS AND CONDITIONS**

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

1. Tender Form as per Annexure-III and documents mentioned therein.
2. Bid Security Declaration Form as per Annexure-IV
3. Copy of PAN Card of the firm.
4. Copy of GSTIN Registration Certificate/Registration/Incorporation and Tax/GST Returns.
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. Copy of Rate Contracts with Govt Organisations in last three years.
7. Copies of Audited Financial Statements showing turnover during last three financial years duly verified.
8. 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 : [msharma.cpcb@nic.in](mailto:msharma.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)**: In lieu of EMD, the bidders shall submit Bid Security Declaration Form as per Annexure-IV.

3. The detailed specifications of the material offered along with relevant technical literature and descriptive catalogue should be attached with the offer.
4. 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.
5. The parties applying for registration with CPCB should submit a copy of current catalogue. In addition to the hard copy of all the catalogues, the bidder shall also submit soft copies. The digital catalogues must also be prepared in MS-Excel format. Offers not supported by digital catalogues are liable to be rejected.
6. 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.
7. **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.
8. **Terms of Delivery:-** Materials shall be delivered to the consignee lab on FOR Basis, within the stipulated time given in supply order failing which Liquidity Damages/Risk Purchase Clause shall apply.
9. 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 given in tender document. The supplier should also mention bank details on the invoices.
10. **Consignee:** Incharge of the concerned Lab/division or the officer designated by HOD in CPCB, Delhi.
11. 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.
12. 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.
13. In all cases of disputes, the decision of the Chairman, CPCB shall be binding on all parties.
14. **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.
15. 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.

16. Order of the goods- CPCB will place the orders as and when required with respect to quantity and make, anytime during the contract period.
17. **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>)
18. Separate Rate Contract can be placed to the bidders on the basis of discount offered by them for different items.
19. **Please note that the dealer's discount shall be over and above the manufacturer's discount.**
20. The discount shall be valid for the period of term contract of 02 years i.e. financial year 2022-23 & 2023-24 (upto 31 March 2024). However, the catalogue rate for the current period shall be applicable. The bidder shall promptly inform the buyer, if higher discounts has been offered by him to any other Govt Organisation/Institute, and the supplier is liable to offer same higher rate of discount to CPCB also.
21. **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.
22. 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.
23. 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.
24. **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.
25. **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.
26. **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.
27. **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.
28. Bidder shall abide by all the terms & conditions of tender document.

29. **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.**
30. CPCB reserves the right to seek samples for all other material as and when deemed necessary in the process of evaluation.
31. **Warranty:** Warranty for any manufacturing defects and satisfactory performance may be specifically indicated.
32. 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. An 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).
33. 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.
34. 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.
35. Conditional offers will not be considered.

-s/d-

Meena Sharma  
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.**

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

**List of Brands of Chemicals/Glassware and Other Labwares**

Accustandard	Himedia	Dr Ehrenstorfer
Borosil	Jaisbo	Sartorius
Brand	Merck	Waters
LGC	Sigma Aldrich	Perkin Elmer
Fisher	Tarsons	Qualigen
Glassco	Whatman	Thomas Baker
Loba	Inorganic Ventures	Eppendorf
Infusil	Finar	Milestone
Honeywell	Wako Pure Chemicals	Roth Chemicals
Linde for Gases	Cole Parmer	Analytikjena
Agilent Technologies	Sigma for Gases	Shimadzu
GBC		

**List of Gases**

Sl. No.	Description of Analytical Gases
1.	Refilling of Acetylene Gas $\geq 99.99\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
2.	Refilling of Argon Gas $\geq 99.996\%$ pure in 47 Litre Water Capacity Cylinder (Oxygen < 5 ppm, Hydrogen < 1 ppm, Nitrogen < 20 ppm, Water < 4 ppm) (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
3.	Refilling of Nitrogen Gas $\geq 99.9999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
4.	Refilling of Nitrous Oxide Gas (N <sub>2</sub> O) $\geq 99.5\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
5.	Refilling of Helium Gas $\geq 99.99999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
6.	Refilling of Oxygen Gas $\geq 99.99999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
7.	Refilling of Methane Gas $\geq 99.9999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
8.	Refilling of Ammonia Gas $\geq 99.999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> ) or as per cylinder volume available (i.e. not less than 10 Litre Water Capacity)
9.	Refilling of Hydrogen Gas $\geq 99.9999\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
10.	Refilling of Zero Air Gas $\geq 99.9995\%$ pure in 47 Litre Water Capacity Cylinder (7m <sup>3</sup> at 154 kg/cm <sup>2</sup> )
11.	Refilling of 10 % Ammonia in 90 % Helium in 47 Litre Water Capacity Cylinder
12.	Refilling of 20 % Oxygen in 80 % Argon in 47 Litre Water Capacity Cylinder
13.	Refilling of 7 % Hydrogen in 93 % Helium in 47 Litre Water Capacity Cylinder
14.	Refilling of 50 ppm NO balance Nitrogen in 10 Litre Water Capacity Cylinder
15.	Refilling of 35 ppm Ammonia balance Nitrogen in 10 Litre Water Capacity Cylinder
16.	Refilling of 5% Methane balance Helium in 10 Litre Water Capacity Cylinder



**TENDER FORM**

1. Name & Full address of the applicant : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Items/ materials for which rate contract :  
 Desired/ applied for

Sl.No.	CATEGORY	MANUFACTURES
(a)	General Laboratory Chemicals	
(b)	Glassware items	
(c)	Plastic Ware items	
(d)	Gas refilling	

3. Copies of having 2 or more Rate Contract : \_\_\_\_\_  
 with the Govt. Organization in the past three years.

4. Annual Turnover of the firm / company for :  
 the last three financial years-

2018-19 Rs. \_\_\_\_\_ Lacs

2019-20 Rs. \_\_\_\_\_ Lacs

2020-21 Rs. \_\_\_\_\_ Lacs

(enclose certified documents in support of the claim)

5. (a) Certified copies of Registration No. : \_\_\_\_\_

(b) IEC copy, if applicable : \_\_\_\_\_

(c) GST No. : \_\_\_\_\_

6. (a) Income Tax PAN No. (in the name : \_\_\_\_\_  
 of firm/ company & not individual

(b) Latest copies of return filed with : FY 2018-19 \_\_\_\_\_

Income Tax Department FY 2019-20 \_\_\_\_\_

FY 2020-21 \_\_\_\_\_

7. Whether latest printed original price list : \_\_\_\_\_  
 by manufactures is enclosed

8. State whether you have been currently Banned / blacklisted by any
- (a) Ministry/ Dept. of Central Govt. : \_\_\_\_\_  
Or any
- b) State Govt. If so, give details : \_\_\_\_\_

9. Bank details for payment
- Name of the Account : \_\_\_\_\_
  - Bank A/c No. : \_\_\_\_\_
  - Bank name : \_\_\_\_\_
  - Branch name : \_\_\_\_\_
  - IFSC Code : \_\_\_\_\_
  - Other details : \_\_\_\_\_

10. Please furnish details as Given below along with original latest printed Catalogue: -

Name of the Principal firm	Brand/ Make of the goods	Date of acquiring Dealership	Date of expiry of Dealership	Whether certified copy of Authorization enclosed (Say Yes/No)

11. Any other information vital for entering into Rate Contract : \_\_\_\_\_
12. Documents required, placed at page.
1. Bid Security Declaration Form (duly filled) : Page \_\_\_\_\_
  2. Turnover Details : Page \_\_\_\_\_
  3. Copy of PAN : Page \_\_\_\_\_
  4. Copy of GST Certificate and Returns : Page \_\_\_\_\_
  5. Authorization Certificate : Page \_\_\_\_\_
  6. Copy of Catalogue : Page \_\_\_\_\_
  7. Copies of having 2 or more Rate Contract with the Govt. organization in the past Three years : Page \_\_\_\_\_
  8. Duly Filled Integrity Pact (format attached) : Page \_\_\_\_\_

**Undertakings**

1. That I/we have carefully studied all the terms & conditions of the tender and all terms and conditions are agreed and acceptable to me/us.
2. That I/We shall supply the items of requisite quality at the given time and in case of failure to do so, penal action against liquidated damages may be taken against me/us.
3. 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.
4. That I/we are not blacklisted/suspended or any service related dispute with Govt. organisation in India or abroad.
5. I know the fact that in case of non-fulfilment of any of the required information/document(s), the Tender will be summarily rejected without giving any notice.
6. That I/We undertake that the discount offered by me/us are not lesser than the discount quoted to any other Govt Organisation in India by me/us. I/we know that in case the CPCB finds that the discount offered by me/us is lower than quoted to any other Govt Organisation, the Rate Contract may be terminated and my/our firm may be banned for participating in future tenders of CPCB.
7. 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.

(Dated Signature of the Tenderer with  
stamp of firm)

Date:

Place:

**INTEGRITY PACT**

Between

**Central Pollution Control Board (CPCB)** hereinafter referred to as “**The Principal**”,  
and

..... hereinafter referred to as “**The Bidder/  
Contractor**”

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant

laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

Tender document, shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take any other penal action against defaulting bidder.

### **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or appropriate penal action can be taken.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 8008516763, email : jr.garg@yahoo.com). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, CPCB.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, CPCB and recuse himself / herself from that case.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of CPCB.

### **Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of  
Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 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)