



**Central Pollution Control Board**  
Parivesh Bhawan, East Arjun Nagar,  
Shahdara, Delhi-110032

**E-TENDER NOTICE FOR REGISTRATION OF SUPPLIER FOR SUPPLY OF LAB ITEMS IN CPCB**

Tender Enquiry No. :

Online bids are invited for Registration of Suppliers for Supply of Lab Items (Chemicals, Reference Standards, Filter papers and Misc items for Lab) initially for 02 year extendable for one more year on successful performance of the contract. Tender can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) or from CPCB Website ([www.cpcb.nic.in](http://www.cpcb.nic.in)) under Tenders tab. The bids to be submitted on CPP Portal only.

Description	Registration of Suppliers for Supply of Lab Items (Chemicals, Reference Standards, Filter papers and Misc items for Lab) for 02 year extendable for one more year on successful performance of the contract
Mode of Tender	Open tender / CPP published/ Website published  1. Stage 1: Vendor Registration through Technical Bids  2. Stage 2: Limited Tender Enquiries from amongst the registered Vendors for supply on best discount rates
Details of items for which registration of suppliers is required	As per Annexure-I
Type of Bid	Vendors fulfilling the terms and conditions of the technical bid will have an option to get themselves Registered for future product enquiries including Limited Tender Enquiries. For Registration, the Technically Qualified Vendor will have to submit undertakings given in the Technical Bid documents and Security Deposit of amount as mentioned against in the bid document.
EMD	25,000/-
Security Deposit	The Technically Qualified bidder will have to submit Security Deposit of Rs. 25,000/-. The bidder shall also have an option of converting their EMD as PSD for the duration of Registration.

**Critical Date Sheet**

<b>Particulars</b>	<b>Date</b>	<b>Time</b>
Date of Publishing	22.10.2024	18:00 hrs
Bid download/Bid submission start date	22.10.2024	18:00 hrs
Bid submission start date.	23.10.2024	10:00 hrs
Last Date of Technical Bid Submission	12.11.2024	15:00 hrs
Technical Bid Opening Date	13.11.2024	16:00 hrs

-s/d-  
AO (Material)

## INDEX

### **E-TENDER NOTICE FOR REGISTRATION OF SUPPLIER FOR PROCUREMENT OF LAB ITEMS IN CPCB**

#### **Pre-Qualification Criteria(PQC):**

1. The bidder should be the Principal Manufacturer or an Authorized Representative / Dealer / Distributer having valid Authorization letter from the Principal Manufacturer. **(Copy of Authorization from the Principal Manufacturer to be attached with the bid).**
2. The Principal Manufacturer or the Authorized Representative / Dealer / Distributor should have a minimum experience of 02 years of Suppling laboratory consumables (Chemicals, Reference Standards, Filter papers and Misc items for Lab) to any Govt/State/PSU/Listed company in India. **The details of such Purchase Orders and Performance Certificates of last three financial years (from 01.04.2021 to 31.03.2024) ending on from users of such supplies to be attached with the bid.**
3. The Bidder should have an average annual turnover of Rs. 05 lakhs in last 03 financial years.

Tender documents are available on CPP Portal for downloading. The bidders have to apply through online mode only. No offline bid will be accepted.

The tenders are to be submitted in one part i.e. Technical-Commercial Bid on the CPP Portal, on or before the date & time fixed for receiving the bid. Offline, Telex, telegraphic or email bids will not be entertained.

The Pre-qualification criteria (Checklist as per para 19 of General & Special Conditions) and Technical Specifications (Annexure-I) have to be fulfilled by the bidder as Pre – requisites for consideration of their technical bid. The bids received without adequate details of technical requirements will be rejected.

(Meena Sharma)  
AO (Material)

## Introduction

Central Pollution Control Board (CPCB) is an autonomous statutory body under Ministry of Environment, Forest and Climate Change. CPCB invites Online Bids on CPP Portal from the eligible bidders (Principal Manufacturer/Authorized Representatives) for registration of supplier for procurement of lab items in CPCB

### GENERAL & SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Nature of Tender:** The bidder should submit their bids online on CPP Portal Only in single part i.e. Technical Bids
2. **Discount:** The discount is to be quoted only as per the format (BOQ in Excel format) of tender document on CPP Portal, failing which the offer shall be rejected. It is to be noted that bidder should quote discount separately in front of each brand separately for all the offered brand in the given format.
3. The discount quoted will remain same till completion of the contract. Nothing extra shall be paid on any account.
4. **Copy of Catalogue :** The bidder applying for registration with CPCB should submit a copy of current catalogue in soft and hard copies.
5. **Consignee -** Ms. Meena Sharma, Administrative Officer (Material)
6. **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.
7. **Supply Period :** Entire items shall be supplied within 10 to 45 days of placing for order (depending on the nature of the item), however, in case of emergent requirement he has to supply the required quantity of goods within 24 hours of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 2-4 hours.
8. **Payment Terms:** - 100% payment shall be released on satisfactory Supply.
9. **OFFER VALIDITY:** Offer shall be valid till the end date of registration effective from date of opening of tender.
10. **Warranty :** All the offered products should have standard shelf life which will be as per the purchase order.
11. **Performance Security:** The technically qualified bidders shall be required to deposit the performance security of Rs. 25,000/- within 10 days week after accepting the Supplier Registration. The performance guarantee should be in the form of bank guarantee /fixed deposit receipt/insurance surety bond from a scheduled bank.
12. **Resolution of Disputes :** In the event of any dispute or difference(s) between the parties hereto, such disputes or differences should be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or differences shall be replaces to arbitration of sole arbitrator, to be appointed by the Secretary, Deptt of Revenue; on the recommendations of Secretary, Department of Legal Affairs ("Law Secretary"), Govt. of India. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable to arbitration. The venue of such arbitration shall be at Delhi. The Language of arbitration proceedings shall be in English. The arbitrator

shall make a written & reasoned award (the "Award") which shall be final & binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation presentation shall be borne by the party itself. It will not be an objection to any such appointment that the arbitrator are the government servant and had any interest in the board or the contract entered into directly or indirectly.

**13. Applicable Law and Jurisdiction** : The contract shall be governed by the laws of India for the time being in force. Any action / dispute arises out of or from this work order shall be subject to the jurisdiction of court of law at Delhi only.

**14. SUB-CONTRACT**: Not applicable in this contract.

**15. Liquidated Damages**: if the Supplier fails to complete the supply within the time fixed under the contract, the Buyer shall without prejudice to any other rights and / or remedy as may be available to the Buyer under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 0.5 % of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price. If the delay exceeds two months from the scheduled date of supply, the Buyer shall have the right to terminate the contract at the risk and cost of the Supplier. The amount of Liquidated damages may be adjusted or set-off against any sum payable (including EMD) to the Supplier under this or any other contract with the Buyer.

**16. DEVIATION FROM ORIGINAL TENDER**: The bidder should indicate any suggestion deviations from the tender document in the bid itself for consideration by the CPCB. These deviations shall constitute part of contract when approved by the CPCB.

**17. The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.**

**18. Clarifications**: In case the bidders require any clarification regarding the tender document, they are requested to submit their queries on the e-mail i.e. [msharma.cpcb@gov.in](mailto:msharma.cpcb@gov.in) (Phone no. 011-43102243) and [pankajtripathi.cpcb@gov.in](mailto:pankajtripathi.cpcb@gov.in) , (Phone no. 011-43102242).

**19. Bid evaluation Criteria**: Bid is the responsibility of bidder and no relief or consideration can be given for errors and omission by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

The techno-commercial part of bid shall be the evaluation criteria and other requirements/documents as indicated in the bidding document. The Bids will be evaluated on Pre-Qualification Criteria and Technical Specifications at first. Techno-commercial bid containing price shall be summarily rejected.

Non submission of details /documents as per the checklist as per para 19 may lead to rejection of bid.

**20. NOTIFICATION OF AWARD**: Prior to the expiration of period of bid validity CPCB will notify the successful bidder in writing by letter/Email to be confirmed in writing, that his bid has been accepted. The notification of award/Fax of Indent will constitute the formation of contract.

**21. CPCB'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

CPCB reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bid, at any time prior to award of contract, without thereby incurring any liability to be affected bidder or bidders are any obligations to inform the affected bidder or bidders of the ground for CPCB's action.

**22. CHECKLIST FOR BIDDERS FOR SUBMITTING TECHNICAL BIDS (Pre-Qualification Criteria for bidders) :-**

1. Copy of incorporation of the Firm
2. Copy of GST Registration Certificate, PAN
3. Bidder Turnover 05 lakh (last 03 financial years)
4. Experience Minimum 02 years of supply of lab consumables (mentioned at Annexure-I) to any Central/State/PSU/Public listed company.
5. Copy of Tender Acceptance Letter
6. Whether the bidder is a Principal Manufacturer or an Authorized Dealer of the manufacturer. Valid Authorization letter from the Principal Manufacturer as per the Annexure-IV
7. Self-Certificate for non-blacklisting by any Govt/PSU etc.
8. All the required certificates related to Technical and Administrative criteria.
9. EMD in form of Bank Guarantee/FDR/Insurance Surety Bond.
10. Tender Form as per the Annexure- V
11. Integrity pact as per the Annexure-VI

## Annexure-1

### List of Categories of items to be procured through the registration of suppliers

Sr. No.	Name of the category	Preferred Brand
1	Acids	Finar, Sigma-Aldrich, Cole-Parmer, Avantor, Thermofisher, Rankem, Merck, Qualigens
2	Chemicals	Finar, Sigma-Aldrich, Cole-Parmer, Avantor, Thermofisher, Ventures, Merck, Fisher, Qualigence, SDFCL (s.d. fine Chem. Limited.), Hi-media, Rankem
3	CRM/SRM/ Reference standard	Finar, Sigma-Aldrich, Cole-Parmer, Avantor, Thermofisher, Inorganic Ventures, Merck, Dr. Ernstrofer GMBH LGC. Labor, GmbH, Hi-Media
4	Miscellaneous Labware items	Tarson, Brand, Jaisbo, Sigma Aldrich Supelco, Hi-Media, Kimtech, Merck
5	Filter Paper	Whatman, Cytiva, Sigma-Aldrich, Borosil, Sartorius, Supelco

**TENDER ACCEPTANCE LETTER**

DATE \_\_\_\_\_

TENDER NOTICE NO :

To,

THE CHAIRMAN  
CENTRAL POLLUTION CONTROL BOARD  
(MINISTRY OF ENVIRONMENT & FORESTS GOVERNMENT OF INDIA)  
C.B.D. CUM OFFICE COMPLEX  
EAST ARJUN NAGAR DELHI - 110 032.

Sir,

Having examined the terms and conditions of Tender Document and specifications for the tender No. dt \_\_\_\_\_ for registration of supplier for procurement of lab items in cpcb the acceptance of which is hereby acknowledged. We, the undersigned, offer to supply the following brand items:

- 1.
- 2.
- 3.
- 4.
- 5.

(Please add additional pages, if required). The above supply shall be in conformity with the specifications and conditions of supply.

We undertake if our bid is accepted to deliver required by us, we shall deliver within the period indicated by us in our offer. We also undertake that in case of our failure to deliver the item on specified time, appropriate penalty can be levied on us.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understood that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....2024

(Signature of authorized Person, Name with Stamp & full Address.)

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 "Click here to Enrol" on the CPP Portal 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 / TCS / 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. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.



- 3) 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.
- 4) Bidders can use "My Space" 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 he/she 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) The serve 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.

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- ) 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.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) 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 the relevant contact person indicated in the tender.
- 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. The contact number for the helpdesk is 1800 233 7315.

**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 the order through this Registration.

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.**

**Tender Form**

1. Name & Full address of the applicant firm :

2. Category/brands for which registration applied for :-

Sr. No.	Name of the category	Offered Brand by the Firm
1	Acids	
2	Chemicals	
3	CRM/SRM/ Reference standards	
4	Miscellaneous labware items	
5	Filter Paper	

3. Copies of having 2 years experience :-

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

2021-2022 .....  
 2022-2023 .....  
 2023-2024 .....

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

(b) GST No. :.....

6. Whether latest printed original price list by manufactures is enclosed :

.....

7. 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 .....

(c)

8. Please furnish details as Given below along with original latest printed catalogue :-

Name of the principal firm	Brand of the offered goods	Date of acquiring Dealership	Date of expiry of Dealership	Whether certified copy of Authorization enclosed (Say yes/No)

9. Any other information vital for entering into the registration of suppliers :-

.....  
.....

10. Documents required, placed at page.

- |   |   |              |
|---|---|--------------|
| 1. Bid Security Declaration Form (duly filled)  | : | page no..... |
| 2. Turnover Details                             | : | page no..... |
| 3. Copy of Pan                                  | : | page no..... |
| 4. Copy of GST Certificate                      | : | page no..... |
| 5. Authorization Certificate                    | : | page no..... |
| 6. Copies of having 2 years experience          | : | page no..... |
| 7. Duly filled Integrity Pact (format attached) | : | page no..... |

Undertaking:-

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.

1. 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.
2. 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.
3. That I/we are not blacklisted/suspended or any service related dispute with Govt. organisation in India or abroad.
4. I know the fact that in case of non-fulfilment of any of the required information/documents(s), the Tender will be summarily rejected without giving any notice.
5. 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/out firm may be banned for participating in future tenders of CPCB.
6. 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 IPC/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.

- . 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.
- . 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.
- a. 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 Sunil Kumar Garg, Tower No. 5, D-9, New Moti Bagh, Chankyapuri, New Delhi-110021, Mobile No. 8595902788, email : [sunilgarg1985@gmail.com](mailto:sunilgarg1985@gmail.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-----

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Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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