

# **TENDER DOCUMENT**

**Supply Installation Testing and Commissioning of  
2x30KVA Online Rack mounted UPS with SNMP Card and  
30 min backup**

**At**

**Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110 032**



**Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110 032**

## CONTENTS

- NOTICE INVITING TENDER
- LETTER SUBMITTING TENDER
- BILL OF QUANTITIES
- ARTICLES OF AGREEMENT
- SPECIAL CONDITIONS
- CONDITIONS OF CONTRACT
- SETTLEMENT OF DISPUTE & ARBITRATION
- PRE-CONTRACT INTEGRITY PACT
- APPENDIX

## NOTICE INVITING TENDER

1. The Central Pollution Control Board (CPCB) invites sealed tenders in two bid system i.e. technical and financial bid separately from the manufacturer or authorized dealers of UPS for "Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card and 30 min backup " at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032. The total estimated costs of the works is given below:

**Estimated Cost Rs. 12,00,000/-**

**Earnest Money Rs. 24,000/-** (to be submitted as Demand Draft in favour of the Central Pollution Control Board, Delhi alongwith the technical bid)

2. The tender document will be available on CPCB website [www.cpcb.nic.in](http://www.cpcb.nic.in) and CPP portal from 25.02.2016 to 21.03.2016.
3. The tender will be submitted upto 3.00 p.m. on 22.03.2016 in the Tender box lying at Ground floor near reception in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032 and will be opened on the same day at 3.30 p.m. at the same address.

#### 4. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:

**Self attested copies of the following documents are to be annexed with the technical bid failing which the tender will be rejected.**

- (i) Should have manufacturer or authorised dealer of such type of UPS system.
- (ii) Should have supplied one order of UPS not less than Rs.10.00 Lakh in the last three year. (list to be enclosed)  
Or  
Should have supplied 02 order of UPS not less than Rs.7.5 Lakh each during last three years (list to be enclosed).
- (iii) Should have authorized service center in Delhi or NCR.
- (iv) Should have valid PAN no., Sale Tax/VAT registration certificate.

#### 5. MODE OF SUBMISSION OF TENDER

1. The tender shall be submitted in two separate sealed covers, duly completed in all respects viz. one for " technical bid ", the second for "price bid". The name of the work and the words " technical bid " and "price bid only", as the case may be shall be clearly written on the top of the respective sealed covers. All the two bids, along with the letter for submitting tender shall be put in a sealed cover and the name of the work "Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card with 30 min backup " at 5<sup>th</sup> floor, IT Division" shall be clearly written on top of the sealed cover.
4. The technical bid shall be complete in following:-
  - a) Complete tender document as recieved from CPCB/downloaded should be duly signed (each page) for acceptance of all terms and conditions.
  - b) All the documents as mentioned above point 4 (i) to (iv) of the tender document for fulfilling the eligibility criteria.
  - c) Earnest money amounting to Rs. 24,000/- (Rupees Twenty Four Thousand only) as Demand Draft in favour of the Central Pollution Control Board, Delhi.

#### 6. OPENING OF TENDER

The tender i.e. technical bid will be opened in Training Hall, Ground Floor, CPCB, at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

**The financial bid of the technically qualified firms will only be opened.**

7. The site for the work is available/or the site for the work shall be made available for inspection on all working days except on Saturday, Sunday and Public Holidays.
  - a) The firm/contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
  - b) Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, "Rs." should be written before the figures of rupees and "P" after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word "Paaise" should be written at the end. Unless the rates is in only rupees and followed by the words 'only' it should invariably be upto two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.
  - c) Rates quoted by the firm/contractor in item rate tender in figures and works shall be accurately filled in so that there is no discrepancy in the rates figures and words. However, if a discrepancy is found the rates which correspond with an amount worked out by the firm/contractor shall be taken as correct.
  - d) If the amount of an item is not worked out by the firm/contractor it does not correspond with the rate written either in figure or in words than the rate quoted by the contractor in words shall be taken as correct.

e) Where the rates quoted by the firm/contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.

8. The firm/contractor, whose tender is accepted (unless exempted) will be required to furnish by way of security deposit for the fulfillment of his contract such sum as will amount at the rate of 10% of the estimated cost put to tender subject to a maximum upto Rs. 1.2 lakhs.

The security deposit will be collected by deductions from the final bill of the firm/contractor at the rate of 10%. The earnest money deposited at the time of tenders will be released after completion of supply no interest will be paid on it.

The security deposit will be released after the 'defects liability period' of two year subjects to verification of defects. However, the security will be released if the firm/contractor submits the bank guarantee of the said security amount in favour of Central Pollution Control Board valid upto defect liability period.

9. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

CPCB reserves itself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

10. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the firm/contractor who resort to be canvassing will be liable to rejection.

11. All rates to be quoted in the proper form in the tender.

12. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered.

13. On acceptance of the tender, the name of the accredited representative (s) of the firm/contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.

14. Sales Tax or any other tax or liability in respect of this contract shall be payable by the contractor and CPCB will not entertain any claim whatsoever in this respect.

15. The tender shall remain open for acceptance for a period of 3 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period or marks any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for forfeiting the said earnest money absolutely.

16. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after supply order is awarded, he will have to enter into an agreement for each component or part with CPCB.

17. The firm/contractor should see the site and understand the work requirements and in case of doubt, obtain required particulars, which may in any way influence his tender, from the CPCB as no claim whatsoever will be entertained for any alleged ignorance thereof.

18. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.

19. Before submitting the tender, the firm/contractor should visit the site and satisfy himself as to the conditions prevalent there.

20. The Contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If fails to do so, his failure will be breach of the contract and the CPCB may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

21. The firm/contractor responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.

22. Unsealed tenders shall be summarily rejected.

23. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site and nature of ground, working condition including stacking of materials, installations of T & P etc. conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the department in any circumstances.

24. The contractor shall submit list of works which have been handled by him in the previous financial year and on the works in hand (progress) in the forms given below.

**Works Handled in the Previous Financial Year (2014-15)**

| <b>Name of work</b> | <b>Name and particulars of place where work was done</b> | <b>Value of work</b> | <b>Position of works (In progress/completed)</b> | <b>Remarks</b> |
|---------------------|--|----------------------|--|----------------|
| 1                   | 2  | 3                    | 4  | 5              |
|                     |  |                      |  |                |

**Works in Hand in the Present Financial Year (2015-16)**

| <b>Name of work</b> | <b>Name and particulars of place where work was done</b> | <b>Value of work</b> | <b>Position of works (In progress/completed)</b> | <b>Remarks</b> |
|---------------------|--|----------------------|--|----------------|
| 1                   | 2  | 3                    | 4  | 5              |
|                     |  |                      |  |                |

LETTER SUBMITTING TENDER

To  
Member Secretary  
Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110 032

Sir,

With reference to the tender invited by you for “Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card and 30 min backup” at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032., I/We do hereby offer to execute the works under ‘contract at the respective rates’ mentioned in the Bill of Quantities. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the Bill of Quantities. I/We agree to finish the whole of the works within four months as specified in the tender.

I/We have deposited as Earnest Money Rs..... (Rupees ..... Only) by a Bank draft in favour of CPCB, which amount is not to bear any interest. I / We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I /We fail to commence the contract when called upon to do so, within a period of one month after award of work.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

Name of partners of the firm.

Name of Bankers

Tenders submitted on .....

## BILL OF QUANTITIES

| S.N | Description of items   | Qty   | Rate (Rs.) |           | Amount (Rs.) |
|-----|--|-------|------------|-----------|--------------|
|     |  |       | In words   | In figure |              |
| 1.  | 2x 30KVA true ONLINE Modular UPS (2 modules of 30KVA) 3PH-Input & 3PH-Output with Parallel Configuration, extendable up to 300 KVA with 3 modules chassis rack of following make: Emerson, Hitachi, Eaton, Socomec | 1 set |            |           |              |
| 2.  | 30 Minutes backup on full load by using SMF battery bank with battery of following make:- rocket/ Exide/ Quanta of 12V/42AH  | 80 no |            |           |              |
| 3.  | Battery Rack with Battery connectors links and Battery Cable etc as required (cable UPS To Battery Bank upto 10 meter)   | 2 no. |            |           |              |
| 4.  | SNMP Card (simple network management protocol) with software for monitoring of UPS parameters. (All accessories, SNMP Card rack. interlink connectors, software etc as required for monitoring of the UPS system)  | 1 no. |            |           |              |
|     | Taxes, if any  |       |            |           |              |
|     | Total amount   |       |            |           |              |

**The rates will be including of all taxes, transportation charges, and installation charges, if any.**

**The amount will be including installation of the complete UPS system. No extra amount will be paid in this account.**

## Technical Specifications

|   |   |
|---|---|
| Capacity  | 30kVA   |
| Main Input                                      |   |
| Input voltage                                   | 380V/400V/415V (line to line), 50/60Hz  |
| Input connection                                | 3Ph+N+PE  |
| Power factor                                    | >0.99   |
| Input voltage window                            | +25%~-20, full load<br>-20%~-40%, power derating between 100% to 70%  |
| Frequency window                                | 40~70 Hz  |
| Bypass input                                    |   |
| Bypass voltage                                  | 380V/400V/415V  |
| Bypass voltage window                           | +15%~20%, full load   |
| Frequency window                                | ±5Hz, settable  |
| Battery   |   |
| Battery voltage                                 | ±240VDC   |
| Charger power                                   | 20%* Power  |
| Charger voltage precision                       | 1%  |
| Output  |   |
| Voltage precision                               | 1% (balance load), 1.5% (unbalance load)  |
| output voltage transient                        | 5% (0~100% load step)   |
| Voltage THD (Total Harmonic Distortion)         | THD<1.5%(linear load), THD<5%(nonlinear load)   |
| Power Factor                                    | 0.8   |
| Frequency tracking range                        | 50/60Hz ± 3Hz, adjustable   |
| Frequency precision ( free running)             | ±0.02 %   |
| Phase tolerance                                 | 120 ±0.5 (balance and unbalance load)   |
| Voltage unbalance degree (100% unbalanced load) | ± 1%  |
| Frequency tracking speed                        | 0.5 Hz/s to 5 Hz/s adjustable   |
| Crest factor                                    | 3:1   |
| Overload capabilities                           | 102% long time operation<br>110%, transfer to bypass after 1 hour<br>125%, transfer to bypass after 10 minutes<br>150%, transfer to bypass after 1 minutes<br>>150%, transfer to bypass after 200ms |
| Bypass Overload capabilities                    | 125%, long time operation<br>125%<load<130%load,last for more than 1 hour<br>130%<load<150%load,last for more than 6 hour<br>>1000%, last for more than 100ms                                       |
| System  |   |
| System efficiency                               | Normal mode: 95%<br>ECO mode: 98%   |
| Battery mode efficiency                         | 95%   |
| Battery configuration                           | 12V, 40PCS (36~44pcs acceptable)  |
| Display   | LCD+LED, Keyboard   |
| EMI   | IEC62040-2  |
| EMS   | IEC62040-2<br>IEC61000-4-2(ESD)<br>IEC61000-4-3(RS)<br>IEC61000-4-4(EFT)<br>IEC61000-4-5(Surge)   |

|                                 |   |
|---------------------------------|---|
| Insulation resistance           | >2M ( 500VDC)   |
| Dielectric strength             | (Input, output to PE), 2820Vdc, leakage current lower than 3.5 mA, no flashover in 1 minute |
| Surge protection                | Comply with IEC60664-1 class IV, endure surge of 1.2/50us + 8/20 us higher than 6kV/3 kA    |
| IP class                        | IP20  |
| Interface (Communication Ports) | RS232, RS485, Dry contacts, SNMP card, EPO, Generator interface                             |
| Installation / Connection       | Top or bottom cable connection  |
| Operation temperature           | 0~40 C  |
| Relative humidity               | 0-90% (non-comdensing)  |
| Noise (dB)                      | <55dB   |

**ARTICLES OF AGREEMENT**

Made at ..... this ..... day of ..... between.....  
.....(hereinafter referred to as the Employer which expression shall include his, Executors, Administrators and Assigns) of the other part WHEREAS the employer is desirous of ""Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card and 30 min backup" at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

WHEREAS the said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions at forth herein (hereinafter referred to as 'the said conditions") the work shown upon "the said Drawings" and described in "the said specifications" and the said "

Priced Schedule of Quantities"

At the respective rates mentioned in the priced Schedule of quantities attached.  
and WHEREAS the contractor has deposited Rs..... Rupees ..... ) with the Employer for the performance of the Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. the plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said Employer as mentioned in the conditions of contract with reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court.
4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Employer even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. The said conditions and special conditions, specifications, schedule of quantities, wage schedule of labour and schedule of materials to be supplied by the employer and guarantee bond shall be read with construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and courts in Delhi shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hands this ..... day of .....

Signed by the said

\_\_\_\_\_ in the presence of witnesses

\_\_\_\_\_ EMPLOYER

1. Signed by the said

2. \_\_\_\_\_ In the presence of \_\_\_\_\_

## **SPECIAL CONDITIONS**

1. Sealed tenders superscripted with "Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card with 30 min backup" at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.. The tender documents will be received upto 3.00 p.m. on 22.03.2016.
2. The bids will be opened on 22.03.2016 at 3.30 p.m. at the same address.
3. No tender will be received after 3.00 p.m. on 22.03.2016 under any circumstances whatsoever.
4. Tender shall remain valid for a period of 3 months from the date of opening the tender.
5. CPCB does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
6. (a) Each page of tender documents is required to be signed by the person or persons submitting tender in token of his /their having acquainted himself/ themselves with General conditions of contract, General Specification, special conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected. This also applies in respect of limited and private limited companies.  
  
(b) the tender submitting on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender is liable to be rejected.
7. (a) The tender form must be filled in English or Hindi language and all entries must be made by hand written in ink. If any of the documents is missing, or unsigned, the tender will be considered invalid.  
  
(b) The tender shall also submit along with his tender in respect of items wherein make is not specified a list mentioning the names of manufacturers specialized items which he proposes to use in the work if his tender is accepted.
8. All erasures and alternations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate of conditions after opening of the tender will be entertained.
9. Intending tenderers shall pay as Earnest Money a sum of Rs 24,000/- by demand draft in favour of CPCB, Delhi.  
  
A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned without any interest to the tenderer if his tender is not accepted.
10. Within fourteen days of issue of letter of intent from the CPCB of the acceptance of its tender the successful tenderer shall be bound to execute the contract by signing in accordance with the draft agreement and schedule of conditions but written acceptance by the Employer of a tender will constitute a binding contract between the employer and the tenderer whether such formal contract is subsequently entered into or not.
11. All compensation or other sums of money payable by the contractor to the employer under the terms of this contract shall be deducted from its earnest money and the security deposit if the amount to permits and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
12. The contractor shall not assign or sublet any portion of the contract. He must not sublet any portion of the contract except with written consent of the Employer, failing which the employer may serve a notice in writing rescinding the contract where upon the security deposit shall stand forfeited at the absolute disposal of the employer.
13. A schedule of probable quantities in respect of such work and specification accompany these special conditions. The schedule of probable quantities are liable to alterations omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire tender. All corrections in the tender rates shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. Rates should be quoted both in figures and words in columns specified. In case of discrepancy in the rates in figures and words the rates in words shall be deemed to be correct.
14. The tenderer must obtain for itself on its own responsibility and his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and influencing its rates for the work.
15. The rates quoted in the tender shall include all charges for double scaffoldings, marking out and clearing of site, Airing etc., as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work. Tenderer must include in their rates royalty, sales tax, excise duty, octroi and any other tax and duty, or other levy levied by the central government or any state government or local authority if, applicable, no claim in respect of royalty, sales tax, excise duty, octroi or other tax, duty or levy shall be entertained by the Employer.
16. Time shall be considered as the essence of the contract. The entire work must be completed in 3 (Three) calendar months. The attention of the tenderer is drawn to clause 8 of the conditions of contract referring to damage for non-completion. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the employer.

17. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work whatever the course of delays may be, including delay arising out of modification of the work entrusted to him or any sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining Air and power connections for construction purposes or for any other reason, whatsoever and the employer does not accept liability for any sum besides the tender amount subject only to such variations as may be provided for herein.
18. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule and instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
19. If the Head quarters of the successful tenderers are elsewhere than Delhi he shall have a duly authorized agent in Delhi from the commencement of the work until the building is occupied by the employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras, omissions and varied item of work and rates for the same. Such agent shall maintain on his staff a qualified Engineer approved by the Employer and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such agent or sent by registered letter to address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Employer shall have been previously obtained. If the Employer shall order the tenderer to carry out any rectifications under the terms of the contract after the building is completed, the successful tenderer shall have the same or another duly authorized agent while such rectifications are being carried out.
20. The successful tenderer must co-operate with the CPCB and its decisions so that the supply shall proceed without any delay and to the satisfaction of the employer.
21. The contractor shall be supplied water and electrical connection free of cost.
22. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
  - On completion of the work, the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of site and permanent works clean and in a workman like condition into the satisfaction of employer.
  - The contractor shall also submit the wage schedule for all classes of labourers required in the work, for information of the department and necessary action in case the department desires to engage its labour for minor works to be done departmentally.

| S.N. | Classification of Labour | Unit        | Rate/day in figures words |
|------|--------------------------|-------------|---------------------------|
| 1    | <b>Diploma holder</b>    | <b>Each</b> |                           |
| 2    | Foremen 1st grade        | Each        |                           |
| 3    | Electrician 1st grade    | Each        |                           |
| 4    | Fitter 1st grade         | Each        |                           |
| 5    | Khalasi                  | Each        |                           |
| 6    | Mason                    | Each        |                           |

**You have to depute one supervisor not less than diploma holder for supervision of the work and taking necessary direction from the CPCB.**

## CONDITIONS OF CONTRACT

### 1. Interpretations

In Construing these conditions, the specifications, the priced schedule of quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or contact otherwise required:-

“Employer” shall mean .....

..... And his (their) heirs, legal representatives, assigns and successors.

“ Contractor” shall mean .....

..... and his (their) heirs, legal representatives, assigns and successors.

“Site” shall mean the site of the contract works as shown bounded on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.

“This Contract” shall mean the Articles of Agreement, special conditions, these conditions, the priced schedule of quantities, the specifications, and the appendix and the drawings, additional instructions issued till the receipt of the tender and subsequently correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

“Act of Insolvency” shall mean any act of Insolvency as defined by the Presidency town Insolvency Act, or the provincial act or any amending statute.

“Notice in writing” or written notice shall mean a notice typed or printed characters sent (unless delivered) personally or otherwise provide to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

“Virtual completion” shall mean that building is in the opinion of Employer fit for occupation.

“Words imputing persons” include firms and corporations. Words imputing the singular only also include plural and vice versa where the context so required.

### 2. Scope of work

The contract in brief covers for the “Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card and 30 min backup” at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

The contractor/firm shall carry out and complete the supply in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the employer. The employer in their absolute discretion from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as the “Employer’s Instructions” in regard to:-

- a) The variation or modification of the design, quality of works or the additions or omission or substitution of any work.
- b) The removal from the site of any materials brought there on by the contractor and the substitution of other materials therefore.
- c) The removal and/or re-execution of any works executed by the contractor.
- d) The dismissal from the works of any persons thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects under clause (10)

### 3. Authorities, Notice and Patents

The contractor shall confirm to the provisions of any acts of the legislature relating, to the works and to the regulations and bye-laws of any authority, and of any Air, lighting and other companies and /or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so confirming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions, thereon. In case the contractor shall not within in seven days receive such instruction he shall proceed with the work confirming with the provisions, regulations or bye-laws in question.

The contractor shall arrange to give all notice; required by the said acts, regulations or bye-laws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the employer.

The contractor shall identify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims unless he has informed the employer before any such infringement received their permission to proceed and shall himself pay all royalties license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

### 4. Access

The employer, their representative shall at all reasonable times have free access to the work and / or to the workshop factories, or other places where materials are being prepared or construct the contract and also to any other place where the materials are lying or from which they are being obtained, and the contractor shall give every facility to Employer and their representative necessary for inspections and examinations and tests of the materials and workmanship. Except the representatives of public authorities no person shall be allowed on the works at any time without the written permission of the employer.

If any work is to be done at the place other than the site of works, the contractor shall obtain the written permission of the employer for doing so. The work during the progress / on completion can also be inspected by the employer.

## **5. Dismissal of workmen**

The contractor shall on the request of the employer immediately dismiss from the works any person employed thereon who may, in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself, and such person shall not be again employed or allowed on the work without the permission of Employer.

## **6. Date of Commencement and completion**

The contractor shall be allowed admittance to the site on the "Date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

The time being the essence of contract, the contractor will adhere to time and progress chart and will give proportionate progress in proportionate time i.e. 1/8<sup>th</sup> of work in 1/4<sup>th</sup> of the time, 3/8<sup>th</sup> of the work in 1/2 of the time and 3/4<sup>th</sup> of the work in 3/4<sup>th</sup> of the time and commensurate with the progress as envisaged in the bar chart based on the analogy had accepted by the employer. In case of failure on the part of the contractor to give proportionate progress in proportionate time then the employer may recover by way of liquidated damages the amount calculated as described in the appendix shall however be refunded in case the individual items and the entire works are completed by the target dates, as decided by the employer, whose decision shall be binding.

## **7. Assignment**

The whole of the supply included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share interest therein nor shall he take a new partner without the written consent of the employer, and no subletting shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the work during its.

## **8. Schedule of quantities**

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein.

## **9. If in the opinion of the employer the supply be delayed**

- a) By force of nature such as incessant rain, flood, fire and like natural calamities or
- b) Reason of any exceptionally inclement of weather or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities or
- d) By the works or delays of other contractor or tradesman engaged by the employer and not referred to in the schedule of quantities and /or specification or
- e) By reason of employer's instructions as per clause No.2 or
- f) By reason of civil commotion, local combination of workmen or strike of lockout affecting any of the building trades or
- g) By consequence of the contractor not having received in due time necessary instructions from the employer for which he shall have specially applied in writing or
- h) From other causes which the employer may certify as beyond the control of the contractor or
- i) In case of strike or lockout the contractor shall give written notice thereof to the employer, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of employer to proceed with the work. The employer shall make a fair and reasonable extension of time for the completion of the contractor work.

## **10. Damage for non-completion**

If the contractor/firm fails to complete the work by the date of completion stated in the appendix or within any extended time under clause 9 thereof and the employer certify in writing that in their opinion the same ought reasonably so to have been completed, the contractor shall pay or allow the employer the sum named in the appendix as "liquidated Damaged" for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

## **11. Failure by Contractor to comply with employer's instructions**

If contractor after receipt of written notice from the employer requiring compliance, with such further drawings and / or employer's instructions fails within seven days to persons to execute any such work whatsoever may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the employer as a debt or may be deducted by him from any moneys due to the contractor.

## **12. Certificate and payment**

The contractor shall be paid by the employer from time to time by installments under interim certificates to be issued by the employer to the contractor on account of the works carried when in the opinion of the employer work to the approximate value named in the appendix as value of works for interim certificates (less at the reasonable discretion of the employer) has been executed in accordance with this contract, subject however to a retention of the percentage of such value named in appendix hereto as "Retention percentage of interim certificates". The employer may in their discretion include in the interim certificate such amount as per standard CPWD procedure on account of material delivered upon the site by the contractor for use in the works.

And when the works have been virtually completed and the employer shall have certified in writing that they have been so complete the contractor shall be paid by the employer in accordance with the certificate to be issued by the employer the sum of money named in the appendix as 'Installment after virtual completion' and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the employer at the expiration of the period referred to as "Defects Liability period" in the appendix hereto from the date of virtual completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen. Provided always that the issue of the employer of any certificate during the progress of the work set or after their completion shall not relieve the contract or from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt. Within the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction.

Payments on interim certificate shall be made within the period named in the appendix "Period of honoring Certificate" after such certificate have been delivered to the employer and vetted by the CPCB.

### **13. Certificate of Virtual completion**

The supply shall not be considered as completed until the employer have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

### **14. Employer delay in progress**

The employer may delay the progress of the works without vitiating, the contract and grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

### **15. Restriction of work to be carried out**

if at any time after commencement of the work, the employer shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit / advantage / on which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of work by the contractor and tendered surplus as result of abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the employer shall have in such cases the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less.

In case of such stores having been issued from employer stores and returned by the contractor to employer stores, credit shall be given to the contractor at rates not exceeding those at which they were originally issued to him after taking in to consideration and deduction for claims on account of any deterioration or damage while in custody of the contractor and in this respect the decision of the employer shall be final.

### **16. Suspension**

If the contractor except on account of any legal restraint upon the employer preventing the continuance of work shall suspend the works or in the opinion of the employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in respect of clause No.2 the employer shall have the owner to give notice in writing to the contractor requiring that the work be proceeded within reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant and materials belonging to him which will have been placed there on for the purpose of the works and the employer shall have a lien upon all such plant and materials subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the employer may proceed as provided in clause No.17.

### **17. Termination of contract by employer**

Termination of contractor (being an individual or a firm) commit any "Act of insolvency" or shall be adjudged insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective resolution of winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the contractor shall repudiate the contractor if the official assignee or the days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract and if required by the employer to give security therefore or if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer any payment contractor shall assign or sublet the contract, without the consent in writing of the Employer first obtained, or any payments due or which may become due to the contractor there under, of if the employer shall certify in writing that in their opinion the contractor;

- I. Has abandoned the contract.

- II. Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the employer written notice to proceed, or
  - III. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
  - IV. Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the employer written notice that the said materials or work were condemned and rejected by the employer under these conditions, or
  - V. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor to observe perform the same, or
- Any other decision, opinion, direction, certificate or valuation of the employer to give any of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the employer.

#### **18. Deposit**

The amount deposited by the firm/contractor along with his tender shall be retained with the employer and it shall be returned to the contractor on the virtual completion of the works. In case of default in any of the foregoing conditions the deposit amount shall be forfeited the employer.

**19.** The firm/contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or of any other competent authority applicable to the workmen employed or whose services, are otherwise availed of by the contractor whether in connection with the construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the contractor concerning such workmen from time to time and contractor shall whenever required by the employer produce such records as the employer's may call upon the contractor produce for the employer inspection in order to ascertain whether or not the requirement of all such laws, regulations, rules etc., have been complied by the contractor. In the event of any contravention of such laws, regulations, rules etc., coming to light as a result of such inspection or otherwise the employer shall have the right to require the contractor effect such.

**20.** The employer shall not be responsible if any accident or death is caused during the continuer of work the contractor shall be responsible to pay the compensations.

## Settlement of Dispute and Arbitration

- I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award.  
Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.
- III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
- IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.  
In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

\_\_\_\_\_  
CPCB

\_\_\_\_\_  
CONTRACTOR

Witnesses

1.

2.

## PRE-CONTRACT INTEGRITY PACT

### General

This pre –bid pre – contract Agreement (hereinafter called the integrity Pact) is made on-----  
- day of the month of -----2016, between, on one hand the Member Secretary, represented by I/c, Building, Central Pollution Control Board, Ministry of Environment & Forests, Government of India, hereinafter called the “Buyer” which expression shall mean and include, unless the context otherwise requires, his successors and its assignees) of the first part and M/s \_\_\_\_\_, represented by, \_\_\_\_\_ ( hereinafter called the Bidder/Seller which expression shall mean and include, unless the context otherwise requires, his successors and its assignees) of the second part.

Whereas the BUYER proposes to procure “Supply Installation Testing and Commissioning (SITC) of 2x30 KVA Online Rack mounted UPS with SNMP card ” at 5<sup>th</sup> floor, IT Division in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032. and the BIDDER/Seller is willing to offer/has offered the stores/work and

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

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

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

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

### Commitments of BIDDERS

3. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 3.1 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.

- 3.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 3.3 The BIDDER shall disclose the name and the address of the agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declare to the BUYER that the BIDDER is the original manufacturer/integrator/authorized dealer and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individuals, firms or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 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.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officers of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling the tender.  
The term relative for this purpose would be defined in Section 6 of Companies Act 1956.

#### **4. Previous Transgression**

- 4.1 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.
- 4.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money (Security Deposit)**

- 5.1. Every bidder, while submitting commercial bid, shall deposit an amount as specified in the NIT as Earnest Money with the buyer through any of the following instruments:-
- (i) Bank Draft or a Pay Order in favour of the CPCB, Delhi,
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CPCB, Government of India, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
  - (ii) Any other mode or through any other instrument, as stated in tender.
- 5.2. The Security Deposit shall be valid up to a period of two year or the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later .
- 5.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- 5.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violation**

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder shall entitle the Buyer to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
  - (vi) To cancel all other contact with the BIDDER. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancelation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to BIDDER.
  - (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - (xi) 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.
- 6.2 The Buyer will be entitled to take all or any actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), or any offence as defined in Chapter IX of the Indian penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be reviewed independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the authority designated by the BUYER.
- 8.6 The BIDDER's accept that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the sub contractors. The Monitor shall be under contractual obligation to treat the information and documents of all the BIDDER's / subcontractors with confidence.
- 8.7 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.
- 8.8 The Monitors will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **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.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 1 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warrantee period whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ .

BUYER  
Member Secretary  
Central Pollution control Board  
Ministry of Environment, Forests and C.C.  
GOVERNMENT OF INDIA

BIDDER

Witness

Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

**APENDIX**

|    |                                       |  |
|----|---------------------------------------|--|
| 1. | Date of Commencement                  | 10 <sup>th</sup> day from the date of issue of letter of award.  |
| 2. | Date of completion                    | 3 months from the date of commencement.  |
| 3. | Insurance                             | As directed.   |
| 4. | Liquidated damages                    | 1% of the contract value per week subject to a maximum of 10% of the contract value.   |
| 5. | Period of final measurements          | Within 03 months from the date of completion.  |
| 6. | Value of work for Interim Certificate | Full payment after SITC of UPS   |
| 7. | Security deposit                      | 10% of the contract amount subject to a maximum upto Rs. 1.2 lakhs.<br><br>The security deposit will be collected by deductions from the running bills of the contractor at the rate of 10%. |
| 8. | Defects liability period              | Two year   |