

फा.सं. 14-03/2025-26/एसपीएस/सीआईईटी/
केंद्रीय शैक्षिक प्रौद्योगिकी संस्थान
राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्
श्री अरविंद मार्ग, नई दिल्ली-110016

CORRIGENDUM

Ref.: Bid No.GEM/2025/B/7032130 (converted to Reverse Auction RA No. GEM/2026/R/622294) floated on GeM Portal for procurement of IT equipments/Computers/TVs/accessories, etc.

With reference to the Bid No. GEM/2025/B/7032130 (converted to Reverse Auction RA No. GEM/2026/R/622294) floated on GeM Portal for procurement of IT equipments/Computers/ TVs/accessories, etc, it is hereby informed that the details of Independent External Monitors (IEMs) are as under:

Sh. Rakesh Sehgal (IEM), NCERT e-mail: rsehgal59@gmail.com	Smt. Madhu Sharma (IEM), NCERT e-mail: madhusharma.blr@gmail.com
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The updated Integrity Pact with the details of IEMs is attached as Annexure-I.

This is for information of all concerned.

This issues with the approval of the Joint Director, CIET.


Under Secretary,
CIET

Head, DICT&TD, CIET – with the direction to upload on the website of CIET.


Lab 201 (18/02/26)

INTEGRITY PACT

Date: _____

To,

The Secretary
NCERT,
New Delhi-110016

Sub: Submission of Tender/Bid for supply _____

Dear Sir,

I/We acknowledge that NCERT is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT)/ Bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NCERT. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, NCERT, New Delhi shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

**(Duly authorized signatory of the Bidder)
With the Rubber Stamp Seal of the Firm**

To be signed by the bidder and same signatory competent / authorized to Sign the relevant contract on behalf of NCERT.

INTEGRITY AGREEMENT

This Integrity Agreement is made at.....on this.....day of202

BETWEEN

The Secretary, NCERT, NewDelhi-110016

NCERT,....., (Herein after referred as the

'Principal/Owner', which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through..... (herein after referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender No.....

.....) (Hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "Hiring of tax consultant for filing GST of NCERT New Delhi and its constituent units.

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid document and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his 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/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelize 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 the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Director/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per pro-forma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Director/Owner under law or the Contract or its established policies and laid down procedures, the Director/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:

- 2) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. Imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 3) **Forfeiture of Performance Guarantee/Security Deposit:**
If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 4) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor or after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority of NCERT, New Delhi.

Article 7: Independent External Monitor

Sh. Rakesh Sehgal (IEM), NCERT	Smt. Madhu Sharma (IEM), NCERT
Email: rsehgal59@gmail.com	Email: madhusharma.blr@gmail.com

1. The Director has appointed competent and credible Independent External Monitors for this Pact. 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 instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairpersons of the Board of the Principal. (3) The Bidder/Contractor/Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the principle including that provided by the Bidder/Contractor/Supplier. The Bidder/Contractor/Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation.

The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Supplier/ Subcontractor with confidentiality.

3. The Director, NCERT 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 Principle and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Director and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit nonbinding recommendation. 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. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the principal.
5. The Monitor will submit a written report to the Chairperson i.e., Director, NCERT within 8 to 10 weeks from the date of reference to him by the "Director" and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the Monitor has reported to the Chairperson a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
7. The word 'Monitor' would include both singular and plural.

Article 8: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the NCERT New Delhi of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to the original intentions.
- 5) It is agreed term and condition that any dispute or difference arising

between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 _____

(Signature, Name and Address)

2 _____

(Signature, Name and Address)

Place:

Date: