



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

**GLOBAL E-TENDER NOTICE FOR PURCHASE OF  
PROFICIENCY TESTING (PT) SAMPLES FOR  
LABORATORIES OF CPCB**

Tender Enquiry No. C-48013/PT/2019-20/Mat

Dated : 16.04.2019

Online Global Tender is invited under two bids system i.e. Technical and Financial Bids for Purchase of Proficiency Testing (PT) Samples in various matrices for CPCB Laboratories from ISO/IEC 17043:2010 Accredited Proficiency Testing Sample Providers or their Authorized Agent / Dealer / Distributer in India. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & CPCB's website <http://www.cpcb.nic.in>. The bids to be submitted on CPP Portal only.

Name of Goods	Purchase of Proficiency Testing (PT) Samples in various matrices for CPCB Laboratories from ISO/IEC 17043:2010 Accredited Manufacturers	
Earnest Money Deposit (EMD)	-NA-	
Date of Publishing	<b>16.04.2019</b>	<b>05.30 pm</b>
Bid download start date	<b>16.04.2019</b>	<b>05.30 pm</b>
Bid submission start date	<b>17.04.2019</b>	<b>10.00 am</b>
Last Date of Bid Submission	<b>15.05.2019</b>	<b>05.00 pm</b>
Technical Bid Opening Date	<b>17.05.2019</b>	<b>11.30 am</b>
Date and time for opening of Financial bids of the technically qualified bidders	It will be announced on the above portal after opening of technical bids.	

-s/d-  
**(Sanjay Kumar)**  
I/c NRTOL

Email : [skpcb@rediffmail.com](mailto:skpcb@rediffmail.com) / [skumar.cpcb@nic.in](mailto:skumar.cpcb@nic.in)



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

**INDEX**

<b>SL. No.</b>	<b>Description</b>	<b>Page No.</b>
1	NIT	1
2	Index	2
3	Pre-qualification Criteria	3
4	Introduction and Scope of Work	4
5	Terms & Condition	5-7
6	Technical Specifications for PT Samples (Annexure-I, Annexure-II & Annexure-III)	8-27
7	Tender Acceptance Letter	28
8	Instructions for online bid submission	29-31
9	Integrity Pact	32-38



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

Ref.: No: C-48013/PT/2019-20/Mat

Dt: 16.04.2019

**GLOBAL E-TENDER NOTICE FOR PURCHASE OF PROFICIENCY TESTING (PT)  
SAMPLES FOR LABORATORIES OF CPCB**

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

1. The Bidder should be a Principal Proficiency Testing Sample Provider or its Authorized Agent / Dealer / Distributer in India having valid Authorization Letter from Principal PT Sample Provider.
2. The Bidder should have Valid Accreditation for PT Sample Provider from a National Accreditation Body as per ISO/IEC 17043:2010 for compounds and matrix concerned.
3. The Bidder shall have Experience of more than 5 Years in conducting PT Schemes for Laboratories for Pesticides in Water / Waste Water.
4. The bidder should have minimum five (5) years' experience for 70% parameters as per Annexure-III.
5. The bidder should have Annual Business of the PT Provider in previous audited year of at least INR 10 Million or \$ 150,000, whichever is higher.

Tender documents are available on CPP Portal for downloading. The bidders have to apply through online mode only. No offline bid will be accepted. Tender documents are also available for reference only on CPCB's Website [www.cpcb.nic.in](http://www.cpcb.nic.in).

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

The submitted Tender Document must be accompanied by Signed copy of Tender, Credentials, Accreditation copy, Information Sheets, Work Order copies, Completion Certificates, Certificates as mentioned in the Tender.

Conditional Tender may disqualify so tenderers are advised to quote price as per NIT conditions only. Price Part shall be opened later of only the technically qualified tenderers on a date to be notified to the qualified tenderers only.

**(Sanjay Kumar)  
I/c NRTOL**



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

**Introduction:**

Central Pollution Control Board (CPCB) is an autonomous statutory body under Ministry of Environment, Forest and Climate Change. CPCB had planned Four Year Plan (2015-2018) for Participation in Proficiency Test (PT) and Inter-Laboratory Comparison (ILC) Programs for the parameters under Scope of Accreditation. CPCB intends to procure Proficiency Testing (PT) Samples from ISO/IEC 17043:2010 Accredited Providers.

**Scope of work** - Purchase of Proficiency Testing (PT) Samples for Various parameters in Environmental Matrices (Ambient Air, Ground/Drinking/Surface Water, Waste/Effluent Water, Stack Emission, Particulate Matter, Soil etc.) (Details of Matrices at Annexure-III) for its Laboratories from ISO/IEC 17043:2010 Accredited Providers

1. CPCB will purchase Proficiency Testing (PT) Samples for Laboratories situated at various cities of India (Delhi, Lucknow, Kolkata, Bengaluru, Vadodara, Bhopal, Shillong) which will participate in Proficiency Testing Scheme (address as per Annexure-II).
2. The specific PT Scheme to be opted will be based on as detailed in the Technical Specifications attached as Annexure-I
3. The supplier shall deliver all the PT Samples as per Annexure-III, duly marked the name of the laboratory, directly to the following address, from where samples will be distributed to the Participating Laboratories: -

**Sh Sanjay Kumar, Scientist D**  
**National Reference Trace Organics Laboratory,**  
**Central Pollution Control Board**  
**Parivesh Bhawan,**  
**East Arjun Nagar, Delhi - 110032**

4. Participating Laboratories will analyse the PT Samples as per their own routine method of practice and report the results to the PT Sample Provider directly.
5. PT Performance Evaluation Reports shall be communicated to purchaser only, however, the same will be shared with the Participating Laboratories.



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

**GENERAL CONDITIONS OF CONTRACT**

1. **Nature of Tender:** The tenderer should submit their tender online on CPP Portal Only in Two part-Single stages as described in NIT. Instruction for submitting bids on CPP Portal are given at Annexure-IV of this Tender Document.
2. **RATE:** The rate is to be quoted only as per BOQ format of tender document on CPP Portal, failing which your offer shall be rejected. It is to be noted that tenderer should quote rate for all items mentioned in the price format.
3. **The rate quoted will remain firm till completion of the contract.**
4. **Total cost shall be the only deciding factor of L-1 bidder (Ref. BOQ format of tender document on CPP Portal)**
5. **RATES IN WORDS & FIGURES:**
  - a. In case of item rate tender, only rates quoted shall be considered.
  - b. Rates shall be filled properly so that no discrepancy remains in rate written in figures and words. However, if a discrepancy is found, the rate which corresponds with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rates quoted by the contractor in words shall be taken as correct.
  - c. Where the rates quoted by the contractor in figures and in words tally but the amount does not work out correctly, the rate quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate of such item(s) will be considered as zero.
  - d. The evaluation of price bids will be done on the total cost of PT Samples for all Laboratories basis.
  - e. Any other charges like Handling, Freight and Tax (if any) shall be mentioned in the price bids.

f. Instalments of payments shall be clearly specified.

**6. Payment Terms :-** The payment shall be made through Direct Bank Transfer / Wire Transfer / TT. The bidder must give his bank details along with the bids.

a. Full Advance Payment can only be considered on submission of Bank Guarantee by the supplier for equivalent amount in favour of the buyer.

b. In absence of Bank Guarantee, the Payments will be made only after receipt of Proficiency Testing Performance Reports for all Participating Laboratories (for sample matrices and Test Parameters as per Annexure III).

**7. COMPLETION PERIOD:** Entire work shall be completed within 90 days from issue of work order.

**8. OFFER VALIDITY:** Offer shall be valid for 180 days effective from the date of opening of tender.

**9. TERMS OF DELIVERY:** The terms of Delivery shall be CIP/CIF Delhi basis.

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

**11.** The bidder is advised to get clarification regarding any confusion / ambiguity regarding the tender from the CPCB before submitting the tender.

**12. CONTACTING THE CPCB:** From the time of bid opening to the time of contract award, if any bidder wishes to contact CPCB on any matter related to the bid, it should do so by email on [skcpcb@rediffmail.com](mailto:skcpcb@rediffmail.com) / [skumar.cpcb@nic.in](mailto:skumar.cpcb@nic.in)

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

The techno-commercial part of bid shall be the evaluation criteria and other requirements / documents as indicated in the bidding document. Techno-commercial bid containing price shall be summarily rejected.

Non submission of details / documents as per above may lead to rejection of bid.

**14. AWARD OF CONTRACT:** CPCB will award the contract to the successful bidder whose bid has been determined to be qualified to satisfactorily perform the contract and has been determined as the lowest.

**15. NOTIFICATION OF AWARD:** Prior to the expiration of period of bid validity CPCB will notify the successful bidder by email to be confirmed by letter, about acceptance. The notification of award of contract will be communicated in the form of Purchase Order.

**16. CPCB'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** CPCB reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders.

**17. DOCUMENTS TO BE PROVIDED WITH TECHNICAL BID :**

- (a) Tender Acceptance Letter with all terms and conditions mentioned.
- (b) Copy of Valid Accreditation for PT Sample Provider from a National Accreditation Body as per ISO/IEC 17043:2010 for compounds and matrix concerned.
- (c) The Bidder shall have Experience of more than 5 Years in conducting PT Schemes for Laboratories for Pesticides in Water / Waste Water.
- (d) The bidder should have minimum five (5) years' experience for 70% parameters as per Annexure-III.
- (e) Annual Audit Reports for last three (03) years.

**18. Dispute Settlement :** In the event of any dispute, differences including breach and termination of the contract or claim arising out of or relating to the present contract, such event shall be resolved amicably by mutual consultation. If, such mutual consultation fails, then the matter shall be referred to Arbitration of the Sole Arbitrator to be appointed by the Chairman, Central Pollution Control Board. It will be no objection that the Arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant he has expressed views on all or any of the matters in dispute or difference. Subject as aforesaid, provision of the Arbitration & Conciliation Act, 1996, as amended from time to time and the Rules made thereunder and for the time being in force shall apply to the Arbitration proceeding under this clause. The Arbitrator shall state the decision in writing and if amount of claim in dispute is Rs. 50000 (Rupees fifty thousand) and above, the Arbitrator shall give reasons for award. The venue of such Arbitration shall be at Delhi, India. The award of the Arbitrator shall be final and binding on the parties to the contract. The cost of the Arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**19.** Any action / dispute arising out of or from this Contract shall be subject to the jurisdiction of Court of Law at Delhi only.

**20. Integrity Pact :** Prospective bidders have to sign a Integrity Pact as per the format given at Annexure-IV and submit it along with the Technical Bid. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit along with the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.

**Technical Specifications for Proficiency Testing (PT)  
for Air, Water, Biological and organic parameters**

S. No.	Parameter	Requirement
1.	Accreditation for Proficiency Testing (PT) Schemes	PT provider should have accreditation as per ISO/IEC 17043:2010.
2.	Validity of Accreditation (ISO/IEC 17043:2010)	Up to December, 2019 or beyond.
3.	Scope of Parameters	Air, Water, Biological and organic parameters (Annexure - III).
4.	Experience in conducting PT	PT provider should have minimum five years' experience for 70% parameters as per S. No. 3 above.
5.	PT cycle frequency	PT provider shall have minimum four cycles of PT exercises for at least 70% of annexed parameters in a year.
6.	No. of Participants	At least 10 for each parameters in each cycle.
7.	Instruction to Lab. participants by PT provider	The package shall include following with PT samples: <ul style="list-style-type: none"> <li>• Necessary instructions for handling, dilution / spiking to matrix.</li> <li>• Result Reporting Format.</li> <li>• Any other instruction required by PT provider for communication.</li> </ul>
8.	Result Reporting Mode	Online/e-mail by the participant laboratories.
9.	Scheme Opening Date	After one month from the date of issue of Purchase Order (specify if different).
10.	Delivery of samples	To the issuer of purchase order by national / international courier (specify if different).
11.	Scheme Closing Date	Six-seven weeks after opening date (specify if different).
12.	PT Performance Report by PT Provider	Shall include: <ul style="list-style-type: none"> <li>• Z score.</li> <li>• Statistical analysis of reported results.</li> <li>• Graphic presentation of result.</li> <li>• Certificate of Performance issued for each participant laboratories.</li> <li>• Report within two weeks after scheme closing date.</li> </ul>
13.	Time limit to furnish performance report	Within two weeks after scheme closing date to issuer of purchase order
14.	Report furnish mode by PT provider	Online/e-mail



**Shipping Address & Participating Laboratories****Central Pollution Control Board****A. Central Laboratory**

<b>S. No.</b>	<b>Laboratory</b>	<b>Contact Person</b>	<b>Contact Number</b>
1	Air Laboratory	Mr. V. K. Shukla Additional Director	+91-11-43102341
2	Bio-Science Laboratory	Dr. Sanjeev Agrawal Additional Director	+91-11-43102361
3	Instrumentation Laboratory	Mr. B. K. Jakhmola Additional Director	+91-11-43102365
4	Trace Organics Laboratory	Mr. Sanjay Kumar Scientist 'D'	+91-11-43102376
5	Water Laboratory	Mr. N. C. Durgapal Additional Director	+91-11-43102393

**Shipping Address**

Mr. Sanjay Kumar, Scientist 'D'  
Central Pollution Control Board,  
'Parivesh Bhawan',  
East Arjun Nagar,  
Delhi – 110 032  
I N D I A

**B. Regional Directorate (North), Lucknow**

Mr. S. K. Gupta, Additional Director  
Central Pollution Control Board,  
Regional Directorate (North) – Lucknow,  
'PICUP Bhawan',  
Vibhuti Khand,  
Gomti Nagar,  
Lucknow – 226 010  
I N D I A

**C. Regional Directorate (East), Kolkata**

Mr. R. C. Saxena, Additional Director  
Central Pollution Control Board,  
Regional Directorate (East) – Kolkata,  
'South End Conclave',  
Block – 502, 5<sup>th</sup> & 6<sup>th</sup> Floor,  
1582, Razdanga,  
Main Road,  
Kolkata – 700 107  
I N D I A

**D. Regional Directorate (South), Bengaluru**

Mr. S. Suresh, Additional Director  
Central Pollution Control Board,  
Regional Directorate (South) – Bengaluru,  
A-Block, Nisarga Bhawan,  
1<sup>st</sup> and 2<sup>nd</sup> Floors, 7<sup>th</sup> D Cross,  
Thimmaiah Road,  
Shivanagar,  
Bengaluru – 560 079  
I N D I A

**E. Regional Directorate (West), Vadodara**

Mr. B. R. Naidu, Director  
Central Pollution Control Board,  
Regional Directorate (West) – Vadodara,  
'Parivesh Bhawan',  
Opp. Ward No. 10 VMC Office,  
Subhanpura,  
Vadodara – 390 023  
I N D I A

**F. Regional Directorate (Central), Bhopal**

Dr. P. K. Behera, Additional Director  
Central Pollution Control Board,  
Regional Directorate (Central) – Bhopal,  
3<sup>rd</sup> Floor, Sahkar Bhawan,  
North TT Nagar,  
Bhopal – 462 003  
I N D I A

**G. Regional Directorate (North East), Shillong**

Dr. Z. Changsan, Additional Director  
Central Pollution Control Board,  
Regional Directorate (North East) – Shillong,  
'TUM SIR',  
Lower Motinagar,  
Near Fire Brigade H.Q.,  
Shillong – 793 014  
I N D I A

**PT Sample Requirements**

**Central Pollution Control Board  
Central Laboratory  
Participation in Proficiency Testing (PT) Programme  
for the Parameters under Scope of Accreditation  
Year 2018-2019**

**Laboratory : Air Laboratory,  
Head Office**

**Sample Matrix : Ambient Air**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM) :	1
2	Sulphur Dioxide (SO <sub>2</sub> ) :	1
3	Nitrogen Dioxide (NO <sub>2</sub> ) :	1

**Sample Matrix : Ambient Air**

S. No.	Anions	PT Sample
1	Fluoride :	1
2	Chloride :	1
3	Nitrate :	1
4	Sulphate :	1
5	Phosphate :	1

**Sample Matrix : Stack Emission**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM) :	1
2	Sulphur Dioxide (SO <sub>2</sub> ) :	1
3	Oxides of Nitrogen as NO <sub>2</sub> :	1
4	Hydrogen Fluoride (HF) :	1
5	Hydrogen Chloride (HCl) :	1

**Sample Matrix : Particulate Matter  
on Filter Paper**

S. No.	Heavy Metals	PT Sample
1	Lead :	1
2	Cadmium :	1
3	Nickel :	1
4	Chromium :	1
5	Copper :	1
6	Arsenic :	1

**Central Pollution Control Board**  
**Central Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Bio-Science Laboratory,  
Head Office**

**Sample Matrix : Water (Drinking / Ground)**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>		<b>PT Sample</b>
1	Total Coliform	:	1
2	Faecal Coliform	:	1
3	Total Plate Count	:	1
4	Faecal Streptococci	:	1
5	Enterococcus	:	1

**Sample Matrix : Effluent / Waste Water**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>		<b>PT Sample</b>
1	Total Coliform	:	1
2	Faecal Coliform	:	1
3	Total Plate Count	:	1
4	Faecal Streptococci	:	1
5	Enterococcus	:	1

**Central Pollution Control Board**  
**Central Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Instrumentation Laboratory,  
Head Office**

**Sample Matrix : Surface Water / Ground Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Arsenic :	1
2	Copper :	1
3	Iron :	1
4	Manganese :	1
5	Nickel :	1
6	Zinc :	1
7	Cobalt :	1
8	Selenium :	1
9	Vanadium :	1

**Sample Matrix : Surface Water / Ground Water**

<b>S. No.</b>	<b>Other parameter</b>	<b>PT Sample</b>
1	Total and Dissolved Organic / Inorganic Carbon :	1

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Arsenic :	1
2	Cadmium :	1
3	Chromium :	1
4	Copper :	1
5	Iron :	1
6	Lead :	1
7	Manganese :	1
8	Nickel :	1
9	Zinc :	1
10	Mercury :	1
11	Antimony :	1
12	Cobalt :	1
13	Selenium :	1
14	Vanadium :	1

## Central Pollution Control Board

### Central Laboratory

Participation in Proficiency Testing (PT) Programme  
for the Parameters under Scope of Accreditation  
Year 2018-2019

Laboratory : Trace Organics Laboratory,  
Head Office

Sample Matrix : Waste Water

S. No.	Pesticides		PT Sample
1	$\alpha$ -HCH	:	1
2	$\beta$ -HCH	:	1
3	$\gamma$ -HCH	:	1
4	Aldrin	:	1
5	$\alpha$ -Endosulfan	:	1
6	$\beta$ -Endosulfan	:	1
7	2,4'-DDT	:	1
8	4,4'-DDT	:	1
9	4,4'-DDE	:	1
10	Dieldrin	:	1
11	Chlorpyrifos	:	1
12	Dimethoate	:	1
13	Ethion	:	1
14	Malathion	:	1
15	Methyl Parathion	:	1

**Central Pollution Control Board**  
**Central Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Water Laboratory, Head Office**  
**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	Conductivity :	1
2	Total Suspended Solids :	1
3	Total Solids :	1
4	Total Dissolved Solids :	1
5	Chemical Oxygen Demand :	1
6	Oil & Grease :	1
7	Phosphate – P :	1
8	Bio- Chemical Oxygen Demand :	1
9	Chloride :	1
10	pH :	1
11	NH3-N :	1
12	Cr+6 :	1

**Sample Matrix : Surface Water / Ground Water**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	Conductivity :	1
2	Total Dissolved Solids :	1
3	Chemical Oxygen Demand :	1
4	Bio- Chemical Oxygen Demand :	1
5	Chloride :	1
6	Phosphate – P :	1
7	Total Hardness as CaCO <sub>3</sub> :	1
8	Calcium :	1
9	Magnesium :	1
10	Fluoride :	1
11	pH :	1
12	NO <sub>2</sub> -N :	1
13	NH <sub>3</sub> -N :	1

**Central Pollution Control Board**  
**Regional Directorate (North) Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Regional Directorate (North)**  
**Laboratory, Lucknow**

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	Conductivity (Specific Conductance) :	1
2	Suspended Solids (SS) :	1
3	Total Solids :	1
4	Total Dissolved Solids (TDS) :	1
5	Chloride :	1
6	pH :	1
7	Cr <sup>+6</sup> :	1
8	Fluoride :	1
9	Nitrate as N :	1
10	Nitrite as N :	1
11	Boron :	1
12	Sulphate :	1
13	Alkalinity :	1
14	Potassium :	1
15	Total Hardness :	1
16	Turbidity :	1
17	Orthophosphate Nutrients :	1

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Arsenic :	1
2	Cadmium :	1
3	Chromium :	1
4	Copper :	1
5	Iron :	1
6	Lead :	1
7	Manganese :	1
8	Nickel :	1
9	Zinc :	1
10	Mercury :	1
11	Cobalt :	1
12	Vanadium :	1
13	Antimony :	1
14	Selenium :	1



**Sample Matrix : Waste Water**

S. No.	Pesticides	PT Sample
1	$\alpha$ -HCH	1
2	$\beta$ -HCH	1
3	$\gamma$ -HCH	1
4	$\delta$ -HCH	1
5	Aldrin	1
6	4,4'-DDT	1
7	2,4'-DDT	
8	4,4'-DDE	1
9	Dieldrin	1
10	4,4'-DDD	1
11	Endosulfan-I	1
12	Endosulfan-II	1
13	Endosulfan sulphate	1
14	Endrin	1
15	Endrin Aldehyde	1
16	Heptachlor	1
17	Heptachlor epoxide	1
18	Chlorpyrifos	1
19	Malathion	1
20	Methyl Parathion	1

**Sample Matrix : Ambient Air**

S. No.	Particulate Matter & Gases	PT Sample
1	Suspended Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1
3	Nitrogen Dioxide (NO <sub>2</sub> )	1

**Sample Matrix : Stack Emission**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1

**Sample Matrix : Particulate Matter on Filter Paper**

S. No.	Heavy Metals	PT Sample
1	Lead	1
2	Cadmium	1
3	Nickel	1
4	Chromium	1
5	Copper	1
6	Arsenic	1
7	Antimony	1
8	Cobalt	1
9	Manganese	1
10	Selenium	1
11	Zinc	1

**Sample Matrix : Water (Fresh / Ground)**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>	<b>PT Sample</b>
1	Total Coliform :	1
2	Faecal Coliform :	1
3	Heterotrophic Plate Count :	1
4	E. Coli :	1

**Central Pollution Control Board**  
**Regional Directorate (East) Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Regional Directorate (East)**  
**Laboratory, Kolkata**

**Sample Matrix : Waste Water**

S. No.	Physico-Chemical Parameters	PT Sample
1	Conductivity (Specific Conductance) :	1
2	Suspended Solids (SS) :	1
3	Total Solids :	1
4	Total Dissolved Solids (TDS) :	1
5	Chemical Oxygen Demand (COD) :	1
6	Biochemical Oxygen Demand (BOD) :	1
7	Dissolved Oxygen :	1
8	Oil & Grease :	1
9	Phosphate - P :	1
10	Chloride :	1
11	pH :	1
12	NH <sub>3</sub> - N :	1
13	Cr <sup>+6</sup> :	1
14	Fluoride :	1
15	Nitrate as N :	1
16	Nitrite as N :	1
17	Sulphate :	1
18	Alkalinity :	1
19	TKN :	1
20	Sodium :	1
21	Potassium :	1
22	Ca Hardness :	1
23	Mg Hardness :	1
24	Total Hardness :	1
25	Phenol :	1
26	Cyanide :	1

**Sample Matrix : Waste Water**

S. No.	Heavy Metals	PT Sample
1	Arsenic	1
2	Cadmium	1
3	Chromium	1
4	Copper	1
5	Iron	1
6	Lead	1
7	Manganese	1
8	Nickel	1
9	Zinc	1
10	Mercury	1
11	Boron	1

**Sample Matrix : Ambient Air**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1
3	Nitrogen Dioxide (NO <sub>2</sub> )	1

**Sample Matrix : Stack Emission**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1
3	Oxides of Nitrogen as NO <sub>2</sub>	1

**Sample Matrix : Water (Drinking / Ground)**

S. No.	Microbiological / Bacteriological	PT Sample
1	Total Coliform	1
2	Faecal Coliform	1

**Sample Matrix : Effluent / Waste Water**

S. No.	Microbiological / Bacteriological	PT Sample
1	Total Coliform	1
2	Faecal Coliform	1

**Central Pollution Control Board**  
**Regional Directorate (South) Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2019**

**Laboratory : Regional Directorate (South)**  
**Laboratory, Bengaluru**

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Cadmium :	1
2	Chromium :	1
3	Copper :	1
4	Iron :	1
5	Lead :	1
6	Manganese :	1
7	Nickel :	1
8	Zinc :	1
9	Cobalt :	1

**Central Pollution Control Board**  
**Regional Directorate (West) Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Laboratory : Regional Directorate (West)**  
**Laboratory, Vadodara**

**Sample Matrix : Waste Water**

S. No.	Physico-Chemical Parameters	PT Sample
1	Conductivity (Specific Conductance) :	1
2	Suspended Solids (SS) :	1
3	Total Solids :	1
4	Total Dissolved Solids (TDS) :	1
5	Chemical Oxygen Demand (COD) :	1
6	Biochemical Oxygen Demand (BOD) :	1
7	Oil & Grease :	1
8	Phosphate - P :	1
9	Chloride :	1
10	pH :	1
11	NH <sup>3</sup> - N :	1
12	Cr <sup>+6</sup> :	1
13	Fluoride :	1
14	Nitrate as N :	1
15	Nitrite as N :	1
16	Boron :	1
17	Sulphate :	1
18	TKN :	1
19	Sodium :	1
20	Potassium :	1
21	Mg Hardness :	1
22	Total Hardness :	1
23	Colour :	1
24	Turbidity :	1
25	Total Nitrogen :	1

**Sample Matrix : Waste Water**

S. No.	Heavy Metals	PT Sample
1	Cadmium	1
2	Chromium	1
3	Copper	1
4	Iron	1
5	Lead	1
6	Manganese	1
7	Nickel	1
8	Zinc	1
9	Antimony	1
10	Cobalt	1
11	Selenium	1
12	Vanadium	1

**Sample Matrix : Waste Water**

S. No.	Pesticides	PT Sample
1	$\alpha$ -HCH	1
2	$\beta$ -HCH	1
3	$\gamma$ -HCH	1
4	Aldrin	1
5	$\alpha$ -Endosulfan	1
6	$\beta$ -Endosulfan	1
7	2,4'-DDT	1
8	4,4'-DDT	1
9	4,4'-DDE	1
10	Dieldrin	1
11	Chlorpyrifos	1
12	Dimethoate	1
13	Ethion	1
14	Malathion	1
15	Methyl Parathion	1

**Sample Matrix : Ambient Air**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1
3	Nitrogen Dioxide (NO <sub>2</sub> )	1

**Sample Matrix : Stack Emission**

S. No.	Particulate Matter & Gases	PT Sample
1	Particulate Matter (PM)	1
2	Sulphur Dioxide (SO <sub>2</sub> )	1
3	Oxides of Nitrogen as NO <sub>2</sub>	1

**Sample Matrix : Particulate Matter on Filter Paper**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Lead	1
2	Cadmium	1
3	Nickel	1
4	Chromium	1
5	Copper	1
6	Iron	1

**Sample Matrix : Water (Drinking / Ground)**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>	<b>PT Sample</b>
1	Total Coliform	1
2	Faecal Coliform	1
3	Total Plate Count	1

**Sample Matrix : Effluent / Waste Water**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>	<b>PT Sample</b>
1	Total Coliform	1
2	Faecal Coliform	1
3	Total Plate Count	1

**Sample Matrix : Soil / Sediment**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	pH	1
2	Conductivity	1
3	Moisture	1
4	Organic Matter	1
5	Sodium (Exchangeable)	1
6	Potassium (Exchangeable)	1
7	Calcium (Exchangeable)	1
8	Magnesium (Exchangeable)	1



**Central Pollution Control Board**  
**Regional Directorate (Central) Laboratory**  
**Participation in Proficiency Testing (PT) Programme**  
**for the Parameters under Scope of Accreditation**  
**Year 2018-2019**

**Regional Directorate**  
**Laboratory : (Central) Laboratory,**  
**Bhopal**

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	Conductivity (Specific Conductance) :	1
2	Suspended Solids (SS) :	1
3	Total Dissolved Solids (TDS) :	1
4	Chemical Oxygen Demand (COD) :	1
5	Biochemical Oxygen Demand (BOD) :	1
6	Oil & Grease :	1
7	Phosphate - P :	1
8	Chloride :	1
9	pH :	1
10	NH <sup>3</sup> - N :	1
11	Cr <sup>+6</sup> :	1

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Arsenic :	1
2	Cadmium :	1
3	Chromium :	1
4	Copper :	1
5	Iron :	1
6	Lead :	1
7	Manganese :	1
8	Nickel :	1
9	Zinc :	1
10	Mercury :	1
11	Cobalt :	1

**Sample Matrix : Surface Water**

S. No.	Physico-Chemical Parameters	PT Sample
1	Conductivity (Specific Conductance)	1
2	Suspended Solids (SS)	1
3	Total Dissolved Solids (TDS)	1
4	Chemical Oxygen Demand (COD)	1
5	Biochemical Oxygen Demand (BOD)	1
6	Oil & Grease	1
7	Phosphate - P	1
8	Chloride	1
9	pH	1
10	NH <sup>3</sup> - N	1
11	Cr <sup>+6</sup>	1

**Sample Matrix : Surface Water**

S. No.	Heavy Metals	PT Sample
1	Arsenic	1
2	Cadmium	1
3	Chromium	1
4	Copper	1
5	Iron	1
6	Lead	1
7	Manganese	1
8	Nickel	1
9	Zinc	1
10	Mercury	1
11	Cobalt	1

**Sample Matrix : Water (Drinking / Ground)**

S. No.	Microbiological / Bacteriological	PT Sample
1	Total Coliform	1
2	Faecal Coliform	1

**Sample Matrix : Effluent / Waste Water**

S. No.	Microbiological / Bacteriological	PT Sample
1	Total Coliform	1
2	Faecal Coliform	1

**Regional Directorate (North East) Laboratory  
Participation in Proficiency Testing (PT) Programme  
for the Parameters under Scope of Accreditation  
Year 2018-2019**

**Laboratory : Regional Directorate (North East) Laboratory, Shillong**

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Physico-Chemical Parameters</b>	<b>PT Sample</b>
1	Conductivity (Specific Conductance) :	1
2	Suspended Solids (SS) :	1
3	Total Solids :	1
4	Total Dissolved Solids (TDS) :	1
5	Chemical Oxygen Demand (COD) :	1
6	Biochemical Oxygen Demand (BOD) :	1
7	Oil & Grease :	1
8	Phosphate - P :	1
9	Chloride :	1
10	pH :	1
11	NH <sup>3</sup> - N :	1

**Sample Matrix : Waste Water**

<b>S. No.</b>	<b>Heavy Metals</b>	<b>PT Sample</b>
1	Iron :	1

**Sample Matrix : Ambient Air**

<b>S. No.</b>	<b>Particulate Matter &amp; Gases</b>	<b>PT Sample</b>
1	Particulate Matter (PM <sub>10</sub> ) :	1
2	Sulphur Dioxide (SO <sub>2</sub> ) :	1
3	Nitrogen Dioxide (NO <sub>2</sub> ) :	1

**Sample Matrix : Stack Emission**

<b>S. No.</b>	<b>Particulate Matter &amp; Gases</b>	<b>PT Sample</b>
1	Particulate Matter (PM) :	1

**Sample Matrix : Water (Drinking / Ground)**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>	<b>PT Sample</b>
1	Total Coliform :	1

**Sample Matrix : Effluent / Waste Water**

<b>S. No.</b>	<b>Microbiological / Bacteriological</b>	<b>PT Sample</b>
1	Total Coliform :	1

**TENDER ACCEPTANCE LETTER**

DATE \_\_\_\_\_  
TENDER NOTICE NO \_\_\_\_\_

TO

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

Sir,

Having examined the terms and conditions of Tender Document and specifications for PT Samples, the acceptance of which is hereby acknowledged. We, the undersigned, offer to supply the following:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 8.
- 9.
- 10.
- 11.
- 12.

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

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

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

We are submitting a Demand Draft for Rs...../ in bid Currency in favour of "Central Pollution Control Board", Delhi towards the Earnest Money.

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

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

Dated this.....day of.....2019

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

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enrol” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder.  
This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.
- 4) Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted at Directorate of Logistics, New Delhi by ..... at 13:00 hrs. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

\*\*\*\*\*

## **INTEGRITY PACT**

### **General**

This Contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month of .....2018, between, Central Pollution Control Board (CPCB), An autonomous body acting through Dr. Prashant Gargava, Member Secretary, Central Pollution Control Board (CPCB) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER CPCB work under the aegis of Ministry of Environment, Forests & Climate Change, Government of India, performing its functions as per the provisions of Water (Prevention & Control of Pollution) Act 1974, Air (Prevention & Control of Pollution) Act ,1981 and Environment (Protection) Act, 1986.

Now, Therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/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 said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.



- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
  - 2.3\* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDER shall disclose their foreign principals or associates.
  - 2.4\* BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 2.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government

sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person 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 officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or

any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **4. Sanctions for Violations**

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

- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 4.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and binding on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

## 5. **Fall Clause**

- 5.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or

PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 6. **Independent Monitors**

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh Sunil Krishan, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, email : [iem.cpcb@gmail.com](mailto:iem.cpcb@gmail.com)).
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Examination of Books of Records**

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

8. **Law and Place of Jurisdiction**

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

9. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful,

this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witnesses

Witnesses

1.....

1.....

2.....

2.....