

**OPEN COMPETITIVE BIDDING FOR  
SUPPLY, INSTALLATION AND COMMISSIONING OF  
VARIOUS SCIENTIFIC INSTRUMENTS FOR THE  
LABORATORIES OF THE  
CENTRAL POLLUTION CONTROL BOARD, DELHI**

Tender No.:C-47011/EC/OCB/2020-21/Mat.



**Central Pollution Control Board  
(Ministry of Environment Forests & Climate Change)  
Parivesh Bhawan, East Arjun Nagar.  
Delhi – 110032. India  
Tel. Nos. 22308202, 43102030 – Extn.242, 243**

## INDEX

<b>Section No.</b>	<b>Name of the Section</b>	<b>Page No.</b>
Section-I	Notice Inviting e-Tender (NIT)	3-5
Section-II	Instructions to Bidders	6-14
Section-III	General Conditions of Contract	15-18
Section-IV	Schedule of Requirements	19-20
Section-V	Pre-Qualification Criteria	21
SECTION-VI	Form 1- Checklist to be submitted with Technical Bid	22
	Form 2 – Format for asking clarifications on Tender	23
	Form 3 - Tender Form	24-26
	Form 4 - Manufacturer's Authorization Form	27
	Form 5 – Bid Security Declaration Form	28
	Form 6 - Bank Guarantee Form for Performance Security	29
	Form 7 - Certificate of Supply, Installation and Commissioning	31
	Form 8 – Certificate for Minimum Local Content as per Make in India Purchase Preference Policy	32
	Form 9 - Integrity pact	33-37
Annexure-I	Instructions to Bidders for online submission of tender	38-40
Annexure-II	Technical Specifications of Equipment/ Instruments for CPCB	Attached

## Section-I

### NOTICE INVITING TENDER (NIT) THROUGH E-TENDERING ON CPP PORTAL

TenderNo.C-47011/EC/OCB/2020-21/Mat.

Dated: 31.12.2020

- 1.1 Central Pollution Control Board (CPCB), Parivesh Bhawan, East Arjun Nagar, Delhi-110032 invites open e-bids only from eligible bidders for Supply, Installation and Commissioning of Various Scientific Instruments for use in analytical works of various Laboratories of Central Pollution Control Board, Govt of India. The Tender Documents will be available on official website [www.cpcb.gov.in](http://www.cpcb.gov.in) and on [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 1.2 Details of the goods required, specifications, eligibility and pre-qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cpcb.gov.in](http://www.cpcb.gov.in).
- 1.3 Interested Bidders may download the Tender Documents and submit their tenders online, only at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>. Hard Copies of the Technical Bid alongwith Bid Security Declaration, shall be submitted to CPCB on or before the closing date to the following address.

Administrative Officer (Material),  
Central Pollution Control Board,  
Parivesh Bhawan,  
East Arjun Nagar, Shahdara, Delhi-110032  
011-22308202, 43102243

#### CRITICAL DATE SHEET

Description	Date	Time
Date of Publishing	31.12.2020	11:30 AM
Bid Document Download/Sale Start Date	31.12.2020	11:30 AM
Clarification Start Date	31.12.2020	11:30 AM
Clarification End Date	11.01.2021	06:00 PM
Uploading of Replies/ Clarifications/ Corrigendum on CPP Portal	15.03.2021	06:00 PM
Publishing Revised Tender / Re-tender	15.03.2021	10.00 AM
Bid Submission Start Date	15.03.2021	10.00 AM
Bid Submission End Date	02.04.2021	06:00 PM
Technical Bid Opening Date	05.04.2021	11.00 AM
Financial Bid Opening Date	Will be intimated after Technical Evaluation	

- 1.4 Make in India purchase preference will be given to the eligible bidders as per Govt of India directions.
- 1.5 The undersigned reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

-sd-  
Member Secretary  
CPCB, Delhi

**TABLE - 1**

<b>Srl No.</b>	<b>Item Code</b>	<b>Type of Equipment/Instrument</b>	<b>Total Number of Units required</b>	<b>Delivery Locations</b>
1.	ICB - 1	Digital Burette	11	Delhi, Lucknow, Bhopal
2.	ICB - 6	Portable Combustion /Flue Gas Analyzer for O <sub>2</sub> , CO and with data recorder	9	Delhi, Lucknow, Bhopal, Kolkata, Shillong, Bengaluru
3.	ICB - 8	Portable TOC/HC analyzer	4	Delhi, Lucknow, Vadodara
4.	ICB - 11	COD Analyzer (Closed Reflux)	2	Delhi, Kolkata
5.	ICB - 12	Laboratory Glassware Washer & Dryer	2	Delhi, Bengaluru
6.	ICB - 13	Ion chromatograph	2	Bhopal, Begaluru
7.	ICB - 15	Rotatory Evaporator with vacuum pump & chiller	3	Delhi, Lucknow, Kolkata
8.	ICB - 16	Water Purification system	6	Delhi, Lucknow, Bhopal, Vadodara, Kolkata, Shillong
9.	ICB - 17	Gas Chromatograph –High Resolution Mass Spectrometer (GC-HRMS)	1	Delhi
10.	ICB - 18	Gas Chromatograph -ECD FPD	4	Delhi
11.	ICB - 19	Ultra High Perfomance Liquid Chromatograph (UHPLC)with DAD/PDA	1	Delhi
12.	ICB - 20	PORTABLE NDIR / NDUV and Chemiluminscence analyzer with sampling probe conditioning system	5	Delhi, Lucknow, Vadodara, Bengaluru
13.	ICB - 21	GC-MS-ATD	1	Delhi
14.	ICB - 22	pH meter (bench top) display UPTO 3 decimal place	4	Delhi, Lucknow, Bhopal, Shillong
15.	ICB - 23	Multi Channel Aerosol Speciation Sampler	4	Delhi
16.	ICB - 24	LOW flow pump	14	Delhi, Kolkata
17.	ICB - 25	Aerosol Monitor for Indoor Air Quality Measurement	2	Delhi
18.	ICB - 26	Indoor Air Quality Measuring Instrument	2	Delhi
19.	ICB - 27	Mass Flow Controllers with control unit (08)	1	Delhi
20.	ICB - 28	CO/HC Analyzer for vehicular Testing	2	Delhi, Shillong
21.	ICB - 29	Smoke Meter	2	Delhi, Shillong
22.	ICB – 34	Dispensers of different Range	20	Delhi
23.	ICB – 35	PUF Sampler	4	Delhi
24.	ICB – 36	SPE unit with Accessories	3	Delhi
25.	ICB – 37	Recirculating Chillers	5	Delhi, Kolkata
26.	ICB – 38	ICP-MS	2	Lucknow, Bhopal
27.	ICB - 40	GC-MS-ECD	1	Bhopal
28.	ICB - 41	Digital Microscope DSLR Mounted	2	Bhopal, Kolkata
29.	ICB - 42	TCLP Extraction System	1	Bhopal
30.	ICB - 43	Handheld Geiger Counter	1	Bengaluru
31.	ICB - 44	Gas Chromatograph (GC-FID-ECD)	1	Kolkata
32.	ICB - 45	Atomic Absorption Spectrophotometer (AAS)-GTA/VGA	2	Kolkata, Shillong
33.	ICB – 46	Compact Weather Station (Portable Meteorology Station)	1	Shillong

34.	ICB – 47	Prefilled and Preconditioned Thermal Desorption Tubes for VOC	7	Delhi
35.	ICB - 48	Sampling Assembly for Carbonyls	2	Delhi
36.	ICB - 49	Portable Flow Meter	2	Kolkata
37.	ICB - 50	Mercury Analyzer	2	Kolkata, Bengaluru
38.	ICB – 51	TOC Analyzer	1	Delhi
39.	LCB - 6	Turbidity Meter	4	Delhi, Luknow, Bhopal, Shillong
40.	LCB - 11	High Volume Sampler	8	Delhi
41.	LCB - 13	Digital Thermo-Hygrometer	4	Delhi, Kolkata
42.	LCB - 17	Platinum Crucible, 30 ml	10	Delhi
43.	LCB - 20	COD Digestion System (30 Sample Position)	4	Delhi, Bhopal, Kolkata, Shillong
44.	LCB - 21	Moisture Analyzer	1	Delhi
45.	LCB – 25	Heating Assembly for Soxhlet Extraction	4	Delhi
46.	LCB - 29	Vaccum Filtration Assembly	4	Lucknow, Kolkata, Shillong
47.	LCB - 34	Laminar Flow System	3	Bhopal, Shillong
48.	LCB – 39	Isokinetic Stack Sampling Assembly with heated prob (Stack Monitoring Kit suitable for EPA Method 5, 17, 23A, 29 etc)	12	Delhi, Lucknow, Bhopal, Kolkata, Shillong, Vadodara
49.	LCB - 40	Handheld GPS Receiver (LCB)	4	Kolkata
50.	LCB – 41	Digital Barometer	4	Kolkata

**SECTION - II**  
**INSTRUCTIONS TO BIDDERS**

**2.1 Introduction**

2.1.1 Central Pollution Control Board (CPCB) invites e-bids only from the eligible and qualified Suppliers for supply, installation, commissioning of Various Laboratory Instruments, as per Table-I, to carry out day-to-day analytical works in the Laboratories of Central Pollution Control Board as detailed in Section IV “Schedule of Requirements” and which meet the pre-qualification criteria, specifications, technical details, quality assurance, etc. as indicated in Section IV & Annexure-II.

2.1.2 This section gives instructions to Bidders regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.

2.1.3 Failure to provide the required information and/or failure to comply with the instructions in these tender documents or give false/incorrect information may result in rejection of its tender.

**2.2 Definitions**

2.2.1 The following terms used in these documents shall have the meaning as indicated below:

2.2.2 Definitions:

- i. “Bidder” means Bidder who has submitted valid bid in this tender.
- ii. “Contract” means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexures, etc.
- iii. “Consignee” means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- iv. “Contract price” means the price provided in Section II of the tender document.
- v. “Day” means calendar day.
- vi. “Delivery” means supply of systems or stores in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners of the Department or the Inspecting Authority.
- vii. “Goods” means the goods indicated in the Schedule of Requirements (Section IV).
- viii. “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a Bidder.
- ix. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- x. "Inspecting Authority" means the authorized representative of the Department to act as Inspecting Authority for the purpose of this contract and for the purpose of ascertaining the progress of the deliveries under the contract.
- xi. “MSE” means the Micro & Small Enterprise as defined in the MSMED Act 2006 as amended from time to time;
- xii. "Material" means anything used in the manufacture or assembly of Equipment/ Instruments or its parts.
- xiii. “Maintenance Contractor” means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period.
- xiv. “Original Equipment Manufacturer” means the firm which manufactures, assembles/ integrates and supplies the offered Equipment/Instruments.

- xv. "Performance Security / Security Deposit" means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- xvi. "Purchaser" means the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 and includes his successors in office, nominees, authorized representatives.
- xvii. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service, product support and other such obligations of the Supplier covered under the contract.
- xviii. "Specification" means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
  - a. Specifications /Requirements
  - b. Drawings / Data and other relevant information for the turn key execution of contract
  - c. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
  - d. Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.
- xix. "Supplier" means the individual, company or the firm supplying the goods and services, to which the award has been issued under this tender.
- xx. "E-Tender/Tender" means quotation/bid submitted online.
- xxi. "Bidder" means individual, company, firm offering the tender.
- xxii. "Technical specification" includes-
  - a. Specifications, Drawings, Documents and certificates as referred in Annexure-II.
  - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- xxiii. "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.
- xxiv. "Delivery Location" means those Offices of Central Pollution Control Board where Instruments are to be installed and accepted as detailed in Table-1.
- xxv. "Central Board" means Central Pollution Control Board, Ministry of Environment, Forest & Climate Change, Govt of India.
- xxvi. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- xxvii. 'Class-I Local supplier' means a supplier or service provider whose goods, services or works offered has local content equal or more than 50%, as defined in this tender.
- xxviii. 'Class-II Local supplier' means a supplier or service provider whose goods, services or works offered has local content more 20% but less than 50%, as defined in this tender.
- xxix. 'Non- Local supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20%, as defined under this tender.
- xxx. 'L-1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation
- xxxi. 'margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- xxxii. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.
- xxxiii. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

## 2.3 Abbreviations:

“AERB”	-	Atomic Energy Regulatory Board of India
“AMC”	-	Annual Maintenance Contract
“BG”	-	Bank Guarantee
“CD”	-	Custom Duty
“CIF”	-	Cost, Insurance & Freight
“CIP”	-	Carriage and Insurance Paid
“CPCB”	-	Central Pollution Control Board
“CPPP”	-	Central Public Procurement Portal
“DD”	-	Demand draft
“DDP”	-	Delivery Duty Paid
“EMD”	-	Earnest Money Deposit
“FOR”	-	Free on Road
“NIST”	-	National Institute of Standards & Technology
“NIT”	-	Notice Inviting Tender
“OEM”	-	Original Equipment Manufacturer
“USEPA”	-	United States Environmental Protection Agency
“DPIIT”	-	Department for Promotion of Industry and Internal Trade
“MII”	-	Make in India
“PPP”	-	Purchase Preference Policy
“GFR”	-	General Financial Rules

## 2.4 Language of tender

2.4.1 The tender and all subsequent correspondence shall be in English. If any literature submitted by the Bidder is any other language, an authenticated English translation thereof should also be submitted and in such a case, the English translation shall be considered for interpretation of the tender.

## 2.5 Eligible Bidders

2.5.1 Only Bidders who fulfil the pre-qualification criteria specified in Section V are eligible to apply.

## 2.6 Tendering Expense

2.6.1 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## 2.7 Amendments to Tender Documents

2.7.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a potential Bidder, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website [www.cpcb.gov.in](http://www.cpcb.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).

2.7.2 All such amendments shall be binding on the Bidder. The tender Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Bidders shall not be construed as an amendment to the Tender Documents.

2.7.3 In order to give the potential Bidder reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 2.8 Clarifications on Tender

2.8.1 Prospective Bidders seeking clarifications on the tender document should submit their queries on the format given at Form-2 given in this tender document, through email at [msharma.cpcb@nic.in](mailto:msharma.cpcb@nic.in) on or before the clarification end date prescribed in NIT.

2.8.2 These queries would be answered thorough email or through uploading minutes of the meeting/corrigendum on CPP Portal before start of submission of bids. Necessary amendments wherever applicable will be made to the Tender Document before bid submission start date.



2.8.3 All clarifications shall be uploaded on the websites [www.cpcb.gov.in](http://www.cpcb.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). No queries and requests for clarifications, either written or oral, will be entertained after the clarification end date.

## 2.9 Documents Comprising the Tender

2.9.1 The Tender shall be submitted online in two covers, First cover will contain Technical Bid and second cover will contain Price Bid. **Hard copies of only Technical Bids shall be submitted in CPCB on or before the closing date.**

2.9.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Duly filled Checklist given in this Tender Document.
- b) Bid Security Declaration Form (Form-5).
- c) Tender Acceptance Form as per Form-3 of Section-VI.
- d) Documentary evidence, establishing that the Bidder is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the Bidders qualifications shall be:
  - (i) In this tender either the Authorized Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. The supplier/ authorized Indian agent/Authorised Representative should have minimum two years' continuous agency /partnership/joint venture/participation or collaboration with their principal foreign supplier/OEM. The documentary proof of such agency ship /authorization/MOU should be submitted alongwith the technical part as per Form - 2 of Section VI in this document.. The bid of the firm does not contain the proof of such nomination/authorization as Indian agent/authorized representative will be rejected.
- e) Documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
- f) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;
- g) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
- h) Copies of documents defining constitution and legal status of the Bidder;
- i) Documents indicating arrangements with the OEM (if the Bidder is not an OEM itself);
- j) Certified published profit and loss statement for the last three continuous years showing the turnover and financial results of the Bidder;
- k) Documentary proof (Purchase Orders and Performance Certificate) to show that the Bidder has supplied the quoted instruments during the past three years to any Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National or International Repute.
- l) Certificate for Comprehensive On-site warranty as per the specifications.
- m) List of Spares and Consumables required for 10 years of trouble-free operation and maintenance.
- n) Performance certificates for the offered equipment/ instruments, from the Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National or International Repute.

2.9.3 Price bid shall be submitted on the BOQ Template on CPP Portal. It shall be ensured that Price bid is only submitted online, on the specified format and no prices should be given in the Technical Bid.

2.9.4 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.  
2.9.5 A tender, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

## **2.10 Tender currencies**

2.10.1 Equipment / Instrument price may be quoted in Indian rupees or in any freely convertible currency (USD/JPY/Euro/GBP etc). However, the installation and commissioning charges should be quoted in Indian rupees only. Also, price for maintenance services should be quoted in Indian Rupees only. The prices should be quoted both in figures and in words, in such a way that interpolation is not possible.

2.10.2 Commission for Indian Agent, if any payable by the Bidder, should be indicated in the price schedule in Indian Rupees only.

## **2.11 Contract Price**

2.11.1 The Contract Price of the equipment/ instrument shall be the price of equipment/ instrument chargeable for delivery at the place of installation. This price shall be firm and fixed and not subject to any variations. The contract price shall also include the cost of installation & commissioning, insurance, inspection & survey charges, test and trials, delivery, training, services of manufacturer's for three years Comprehensive Warranty period.

2.11.2 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

2.11.3 The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labour, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation, statute, ordinance, decree, law, regulation that may occur in the country in which the equipment/ instrument is being manufactured.

2.11.4 Further, during the period of delivery systems, in case the supplier delivers equipment/ instrument having same quoted model at less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and the other party. Any difference in the terms of supply shall be duly accounted in the process.

## **2.12 Duties and Taxes**

2.12.1 The Bidder shall pay all outside-India taxes, duties, and levies, lawfully assessed against the Purchaser or the Bidder in pursuance of the contract.

2.12.2 All the duties and taxes paid by the Supplier in India or at the place of delivery will be reimbursed as per the quoted price. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties, will be entertained.

2.12.3 Statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. However, the variations shall not apply to any duties or taxes on the raw material/components/inputs.

2.12.4 The Supplier shall intimate to the Purchaser the anticipated delivery date of the equipment/ instrument, 30 (Thirty) days in advance of the anticipated date of delivery.

**2.12.5 Central Pollution Control Board is registered with DSIR, Govt. of India and is exempted from Custom Duty / Concessional GST (as a research institute). Exemption Certificate to this effect will be issued by Central Pollution Control Board. The bidder will take care this while quoting the prices.**

## **2.13 Terms and Mode of Payment**

2.13.1 Terms of Payment: Payment will be made only after delivery and satisfactory installation, testing, commissioning etc depending upon the availability/release of funds by the Govt. and the agencies/contractors shall have no claim in case of delayed payment and no interest will be paid for the delayed payment.

- (i) In case of imported supplies, payment (excluding Indian agency commission, if any) will be

made through irrecoverable Letter of Credit in two installments. 80 % of the money will be released on submission of shipping of documents. Remaining 20 % will be released after successful installation and commissioning of the instrument and submission of a performance bank guarantee for 3% of the Purchase Order value from a nationalized/scheduled bank, valid for 2 months beyond the period of expiry of the warranty. All the bank charges within India will be borne by the Board and outside India will be borne by the Supplier.

- (ii) In case of required item quoted in INR, 100% payment will be released on satisfactory supply, installation and commissioning of the item and submission of performance guarantee.
- (iii) For imported equipment, the Letter of Credit will be opened for the amount excluding agency commission in Indian Rupees. The firm should clearly mention the address of foreign bank in the financial bid.

**Important** - Bank charges: Three months' time for shipment and further 21 days for negotiation will be given. All Bank charges inside the country (in India) will be buyers account and all Bank charges outside the country should be borne by the supplier / beneficiary's. The bidders may note this and quote the price of the instrument/ equipment accordingly. In the case of Foreign Suppliers, they will have to ensure shipment of the consignment as per the validity of the letter of credit established in this regard. In case of extension of supply date is sought, the bank charges should be borne by the Supplier/their authorized Indian representatives.

2.13.2 No advance payment shall be made.

2.13.3 The payment shall be made in the currency / currencies authorised in the contract.

2.13.4. The payment in foreign currency shall be made through Direct Bank Transfer (DBT) through irrevocable Letter of Credit (LC) in the quoted currency. The rate of exchange shall be the rate on the day of release of payment. Documents, which the supplier is to furnish while claiming payment, are specified in the Letter of Credit, but usually are:

- i) Supplier's original invoice giving full details of the goods including quantity, value, and soon;
- ii) Packing list;
- iii) Certificate of country of origin of the goods to be given by the bidder;
- vi) Certificate of insurance;
- vii) Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a Government agency (like the Department of Posts) or an agency duly authorised by the concerned Ministry/Department, indicating:
  - a) Name of the vessel/carrier;
  - b) Bill of lading/airway bill;
  - c) Port of loading;
  - d) Date of shipment;
  - e) Port of discharge and expected date of arrival of goods; and
- viii) Any other document(s) as and if required in terms of the Notification of award/Purchase Order.

2.13.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified

## **2.14 Indian Agent**

2.14.1 If a foreign Bidder has engaged an Indian agent in connection with its tender, the foreign Bidder, in addition to indicating Indian agent's commission payable by him, if any, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.

## **2.15 Earnest Money Deposit (EMD)**

2.15.1 A Bid Security Declaration (Form-5) will be submitted by the bidders alongwith the Technical Bids. The bids not containing the Bid Security Declaration will be summarily rejected.

2.15.2 In case of breach of any obligation under the bid conditions, the defaulting bidder shall be disqualified from bidding with CPCB for a period of three years from the date of notification. The breach of obligation under bid security, among others, shall be as under :

- a) withdrawal/modification/amendment, impairment or derogation from the tender, during the period of bid validity specified tender; or
- b) failure or refusal to execute the contract, if required, or
- c) failure or refusal to furnish the Performance Security, in accordance with the tender document/Purchase Order.

## **2.16 Tender Validity**

2.16.1 The tender shall remain valid for acceptance for a period of 180 days (one hundred eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

2.16.2 In exceptional cases, the Bidder may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The Bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

2.16.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

## **2.17 Instructions on e-tendering**

2.17.1 The Bidders shall submit their tenders in accordance with Annexure-I of this Tender Documents.

## **2.18 Alteration and Withdrawal of Tender**

2.18.1 The Bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are done within the deadline for online submission of tenders. Any alteration/ modification in the tender thereafter is not permitted.

2.18.2 No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.

## **2.19 Opening of e-Tenders and Scrutiny**

2.19.1 The Purchaser will open on-line the Technical bids on prescribed date and time. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.

2.19.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.

2.19.3 The first cover, i.e. technical bids will be opened online, first and evaluated by the TEC to assess that the goods and services offered are as per the Pre-qualification Criteria, Schedule of Requirements and as per the Technical Specifications.

2.19.4 The second cover, i.e. price bids of only technically qualified offers shall be opened online and evaluated.

## **2.20 Preliminary Scrutiny of Tenders**

2.20.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements viz, pre-qualification criteria, Make in India Purchase Preference Policy conditions, etc. as prescribed in the Tender Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

## **2.21 Discrepancy in Prices**

2.21.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the

total price corrected accordingly, unless the Purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

2.21.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

## **2.22 Purchaser's Right to accept any Tender and to reject any or All Tenders**

2.22.1 The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

## **2.23 Evaluation and Award Criteria**

2.23.1 Separate evaluation of Bids received for each type of tendered equipment/ instrument will be carried out.

2.23.2 Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the equipment/ instruments being offered. Technical bids of the Bidders, who fulfill qualification criteria laid down in Section V, shall be evaluated first in terms of requirements/specifications given in Section IV & Annexure-II of the tender document. If the details/data given in the technical bids are found in conformity with the technical specification prescribed in Annexure-II, testing of the models offered by the Bidders may be carried out by the Tender Evaluation Committee, if required to ascertain the actual performance of the equipment/ instrument. Bidder, will arrange, at his cost, the demonstration of the equipment/instruments.

2.23.3 Price bids of the Bidders, whose technical bids are qualified, shall only be opened.

2.23.4 The lowest Bidder (L1) shall be determined on the basis of Price quoted by the bidder altogether for Supply, Installation, & Commissioning which will be inclusive of the Training, Demonstration, Testing etc.

## **2.24 Notification of Award**

2.24.1 Before expiry of the tender validity period, the Purchaser will notify the successful Bidder(s) online as well as in writing, by registered / speed post or by fax/ telex/cable. The successful Bidder(s) must furnish to the Purchaser the acknowledgement and acceptance of the Purchase Order within twenty one (21) days from the date of receipt.

## **2.25 Issue of Contract**

2.25.1 Within twenty one days from the date of the award, the successful Bidder and Purchaser shall sign contract on a mutually convenience date.

## **2.26 Non-Receipt of Performance Security and Contract by the Purchaser**

2.26.1 If the successful Bidder fails to provide performance security within the specified time or fails to sign the contract, actions as deemed necessary by the Purchaser will be taken against him.

## **2.27 Publication of Tender Result**

2.27.1 The name and address of the successful Bidder(s) receiving the contract(s) will be displayed on the [www.eprocure.gov.in](http://www.eprocure.gov.in).

## **2.28 Integrity Pact**

2.28.1 Prospective bidders have to sign a Integrity Pact as per the format given in Form-9 and submit it alongwith the Technical Bid. Bidders are advised to read the Integrity Pact carefully, fill in the required details, sign and affix the seal and submit alongwith the technical bid. The bids which does not contain the Integrity Pact will be summarily rejected.

## **2.29 Purchase Preference to Micro and Small Enterprises (MSEs)**

2.28.1 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

### **2.30 Make in India Purchase Preference**

2.30.1 Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier denoted in the bid document is 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid (as per Form-8 of Section VI of this tender), failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**2.31 How to prepare Bid documents** - After carefully examining this tender document, the bidder shall arrange the prescribed documents and information. Every page should be numbered and the page number of the document must be mentioned on the checklist provided in this tender document. Instructions to submit the online bids have been given at Annexure-I to this tender document. The bidder shall submit the bids according to the instructions. **Hard copies of only Technical Bids shall be submitted to CPCB on or before the closing date.**

\*\*\*\*\*

**SECTION - III**  
**GENERAL CONDITIONS OF CONTRACT**

**3.1 Application**

3.1.1 The following General Conditions of Contract shall be applicable for this purchase.

**3.2 Use of contract documents and information**

3.2.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the Bidder in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in sub-clause 3.2.1 above except for the sole purpose of performing this contract.

3.2.3 Except the contract issued to the Bidder, each and every other document mentioned in sub-clause 3.2.1 above shall remain the property of the Purchaser and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under the contract.

**3.3 Patent Rights**

3.3.1 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser.

**3.4 Country of Origin**

3.4.1 All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

3.4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

**3.5 Performance Security**

3.5.1 Within twenty one days after the issue of notification of award by the Purchaser, the Bidder, shall furnish performance security to the Purchaser for an amount equal to three per cent (3 %) of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of all contractual obligations by the Supplier.

3.5.2 The Performance security shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document.

3.5.3 If Bidder fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.

**3.6 Technical Specifications and Standards**

3.6.1 The Scientific Instruments/Equipments to be provided by the Supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' under Annexure-II of this document.

**3.7 Packing and Marking**

3.7.1 The Bidder should pack the goods in strong and durable packing which can withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the

goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

### **3.8 Enquiry, Inspection and Quality Control**

3.8.1 The Purchaser and/ or its nominated representative(s), in order to satisfy itself, may enquire, inspect and/or test the ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the purchaser.

3.8.2 The incidental expenses towards sending the instruments to the designated locations mentioned in Annexure-IV such as arranging transport, insurance, labour, including charges to the custom clearing agent etc. to be borne by the supplier/their authorized Indian representative. The Indian agent/ their representatives should be responsible for the safety of the instruments during the transit from airports to the designated locations.

3.8.3 The agency commission, if any, will be paid in Indian Rupees. The charges on account of agency commission should be mentioned clearly in the bid.

### **3.9 Insurance**

3.9.1 The Supplier shall, in his own interest, insure the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

### **3.10 Clearance / Receipt of Goods**

3.10.1 The Supplier shall make his own arrangements for clearance of goods through customs and their receipt and onward dispatch for the site of installation.

### **3.11 Warranty**

3.11.1 Bidders must give the comprehensive on-site warranty from the date of successful installation of Equipment for the period mentioned in the technical specifications and also give the warranty declaration that “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be complete enough to carry out the experiments, as specified in the tender document”. The minimum warranty period for each item has been mentioned in the Technical Specifications. However, for the items for which minimum warranty period has not been mentioned in the technical specifications, the minimum standard warranty to be quoted by the supplier would be 02 years from the date of installation. Bidder shall also quote for extended warranty for next 02 Years on separate sheet on CPP Portal under Financial Bid. **The rates quoted by the bidder for extended warranty will not be taken into consideration for financial evaluation.** CPCB may award contract with extended warranty.

3.11.2 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier. Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

3.11.3 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.

### **3.12 Assignment**

3.12.1 The Supplier shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.



### **3.13 Sub-contracts**

3.13.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the contract. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

3.13.2 Sub-contract shall be only for bought out items, sub-assemblies & maintenance of goods and not for the goods as a whole.

3.13.3 Sub-contracts shall also comply with the provisions of Clause 3.4 (“Country of Origin”).

### **3.14 Delay in the Supplier’s performance**

3.14.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the Schedule of Requirements and as incorporated in the contract.

3.14.2 Subject to the Force Majeure provision under clause 3.18 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

3.14.3 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier’s communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier’s contractual obligations by issuing an amendment to the contract.

### **3.15 Liquidated damages**

3.15.1 Subject to Clause 3.17 of this Section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 0.5% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price.

3.15.2 If the delay exceeds two months from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.

3.15.3 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Supplier under this or any other contract with the Purchaser.

### **3.16 Termination for default and insolvency**

3.16.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

3.16.2 If the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

### **3.17 Force Majeure**

3.17.1 Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire frost, floods, riots and acts of usurped power.

Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

### **3.18 Resolution of disputes**

3.18.1 In the event of any dispute or difference(s) between the parties hereto, such disputes or differences should be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or differences shall be replaced to arbitration of sole arbitrator, to be appointed by the Chairman, Central Pollution Control Board. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable to arbitration. The venue of such arbitration shall be at Delhi. The Language of arbitration proceedings shall be in English. The arbitrator shall make a written & reasoned award (the "Award") which shall be final & binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation presentation shall be borne by the party itself. It will not be an objection to any such appointment that the arbitrator are the government servant and had any interest in the board or the contract entered into directly or indirectly.

### **3.19 Applicable Law and Jurisdiction**

3.19.1 The contract shall be governed by the Indian Contract Act, 1872, The Arbitration & Conciliation Act, 1996, and other relevant laws of India for the time being in force as amended from time to time.

3.19.2 The court of Delhi, India shall be exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.

### **3.20 Injury and Damage**

3.20.1 Injury or Death of Persons - The Supplier shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury death or any disability caused by the carrying out the Works unless due to any act or neglect of the Board, or of any person for whom the Board is responsible.

3.20.2 Damage to Property - The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

### **3.21 Terms of Delivery**

3.21.1 The bidders to quote the prices on FOR Destination Basis. Central Pollution Control Board is registered with DST/DSIR for concessional GST and exemption in Custom Duty. The Board will provide the concessional exemption certificate/essentiality certificate and other required documents.

\*\*\*\*\*

**SECTION - IV**  
**SCHEDULE OF REQUIREMENTS**

**4.1 Scope of Work**

- i) Supply of Equipment/ Instrument (with essential accessories, spares, consumables, etc.), including site works (related to installation, as required), and installation & commissioning;
- ii) Obtaining regulatory/statutory clearances, as necessary, and Training of staff of CPCB.
- iii) Maintenance during Comprehensive warranty including supply of spare parts and consumables;
- iv) Product Support for ten years after expiry of warranty period, undertake AMC if required by the user and provide upgrades from time to time.

**4.2 Delivery Schedule**

4.2.1 Equipment/ Instrument should be supplied, installed and commissioned within 6 (six) months from the date of award of order.

**4.3 Terms of Delivery**

4.3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to Bidder's account. The Bidder shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

4.3.2 Upkeep of the Equipment/ Instrument till the time of their commissioning and delivery shall be the responsibility of the Bidder. No extra cost for upkeep of machine shall be payable to the supplier if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the Govt.

4.3.3 The successful Bidder shall be responsible to ensure the following:-

- i) Sound packing of the items.
- ii) Shipment of the items
- iii) Insurance
- iv) Custom clearance and handling of items at port of entry in India or in the place of Installation, if applicable.
- v) Forwarding of items up to the destination.
- vi) Insurance for inland transportation and payment of duties.
- vii) Receipt of equipment at the site.
- viii) Installation & commissioning of equipment at the site. (This includes all requisite site works.)
- ix) Comprehensive Maintenance of the equipment during the warranty period.
- x) Software up-gradation

4.3.4 All Instruments / equipments supplied needs to be provided with Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) documents alongwith traceable calibration certificate from NABL Accrediated/ISO/17025, wherever applicable.

**4.4 Locations for Commissioning**

4.4.1 Locations for installation of Equipment/ Instrument shall be as per the Table-1 at page 4-5 of this tender document.

**4.5 Facilities by the Purchaser**

4.5.1 Purchaser will provide air-conditioned room with instrument platform/ table. Electrical and water connections may also be available, wherever, required. All other provisions for the installation, commissioning and operation of the equipment/ instruments shall be made by the Supplier. The bidder shall provide pre-installation requirements if any in well advance to the delivery/installation date of the instrument.

**4.6 Site Restrictions**

4.6.1 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any

adjoining area and the Supplier shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the concern Laboratory, concerned government authorities or their representatives in regard to men & material movement.

4.6.2 It is likely that equipment / instruments being supplied by the Supplier need to be installed in a room / area where already other equipment / instruments are under operation. The Supplier and his employees shall ensure that the operation of existing equipment / instruments is not affected during the installation and commissioning of equipment / instruments under supply. Instructions and guidelines provided by the Laboratory-in-charge/Purchaser's representative shall be adhered to at the site of installation.

#### **4.7 Product Support / Long Term availability of Spares**

4.7.1 The Bidder must submit an undertaking to give product support for at least 10 years. Contract with condition to provide product support for the period of 10 years from the date of expiry of warranty period will be submitted by the bidder, before release of bank guarantee for 10% balance payment.

4.7.2 The Bidder shall provide a part catalogue covering complete range of spares/components / consumables for the Equipment / Instruments and support structure.

4.7.3 Comprehensive list of spares shall be indicated in the Technical bid. Bidder shall also provide recommended list of critical spares and test equipment for at least 10 years of trouble free operation and maintenance.

#### **4.8 Software and Software Upgrades**

4.8.1 The Supplier shall agree to provide copies of as -built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the Equipment/ Instrument un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the Equipment/Instrument.

4.8.2 Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.

4.8.3 Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

#### **4.9 Warranty Maintenance**

4.9.1 Warranty maintenance should include complete equipment/ instrument and accessories.

4.9.2 During warranty period, the Supplier shall set right the machine immediately on receipt of complaint within maximum time limit of 48 hours in India.

4.9.3 Preventive Maintenance shall be carried out at least once in six months during warranty period.

#### **4.10 Training of Staff**

4.10.1 Training is to be provided in the operation & general upkeep of the equipment/ instrument after installation & commissioning at the site. Training should also be imparted on sample analysis. Standard operating procedure (SOP) for the equipment/ instrument should be prepared and provided to the Purchaser's staff at site.

4.10.2 Bidder shall train 2 to 4 persons during warranty. The cost for providing such training shall be deemed to have been included within the cost quoted.

#### **4.11 Post Warranty Maintenance**

4.11.1 The bidder shall provide Post Warranty Services and post contractual support i.e. AMC, repair, maintenance, etc. and assure supply of consumables and spare parts for 10 years from the date of installation. The bidder will take up the post warranty AMC when asked to do so.

\*\*\*\*\*

**SECTION – V**  
**Pre-Qualification Criteria**

**Bidders who can Bid**

5.1 Only those bidders who fulfill the following eligibility as well as the qualifications criteria can submit tenders.

**ELIGIBILITY**

5.2 To be eligible, the Bidder should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

**QUALIFICATION**

5.3 Original Equipment Manufacturers (OEM) may bid directly. OEM should be internationally/nationally reputed manufacturer/branded company. The OEM should have Indian Agent to provide after sales services.

**OR**

5.4 An authorised agency/representative nominated by the OEM, who have minimum two years continuous agreement with OEM, may also bid. Relevant documents along-with tender specified Authorization Form indicating the Bidder is an authorised agency/representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components / parts/ consumables during warranty & post-warranty periods as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradations. Copy of agreement between OEM and the agency/representative confirming the above requirements and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted. *[NB: In the event of the bid submitted by authorised agency/representative nominated by the OEM becoming successful, the contract shall be placed on the OEM, on whose behalf the bid has been made].*

5.5 Average annual turnover of the Bidder should be at least 3 times the cost of item quoted, during last three financial years i.e. April 2017 to March 2020 and should have made profit (profit after tax) in each of these years. Certified and published profit and loss statements of the past three years are to be submitted along with the tender.

5.6 The Bidder should have supplied atleast two (02) numbers of the quoted/similar Equipment/Instrument in the last three years to Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National/International Repute. The details of such institutions and the cost with name of equipment may also be supplied with the bids. Purchase Orders and Performance Certificates from the users of such supplies must be given in the Technical Bid by the bidder. The Purchaser and/ or its nominated representative(s), in order to satisfy itself, may enquire the performance of similarly supplied goods from other Govt or Private users. The user may also inspect and/or test the quoted/ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the purchaser.

5.7 Only one bid will be accepted from OEM or through authorised agency/representative nominated by OEM for any type of equipment/ instrument. In case if more than one bid for any type of equipment/ instrument is received from OEM or through authorised agency/representative nominated by OEM, all such bids shall be summarily rejected.

5.8 Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.

5.9 Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black-listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent.

\*\*\*\*\*

**SECTION – VI**

**Form-1**

**Checklist for Submission of Bids**

**Name of the Firm : M/s .....**

Ser No.	Document / Information	Attached (Yes / No)	Page Number of Bid	
			From	To
1.	Bid Security Declaration Form (Form-5)			
2.	Tender Acceptance Form as per Form-3 of Section-VI			
3.	OEM Authorization Certificate as per Form-4 of Section-VI			
4.	Documents and relevant details to establish that the goods and the allied services to be supplied by the Bidder conform to the requirement of the tender documents. These include documents such as compliance sheet, technical data, literature, drawings,etc.			
5.	Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender			
6.	Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India.			
7.	Copies of documents defining constitution and legal status of the Bidder.			
8.	Documents indicating arrangements with the OEM (if the Bidder is not an OEM itself).			
9.	Certified published profit and loss statements for the last three continuous years showing the turnover and financial results of the Bidder.			
10	Documentary proof (Purchase Orders) to show that the Bidder has supplied the quoted instruments during the past three years to any Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National or International Repute.			
11.	Performance Certificate from Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National or International Repute.			
12.	Certificate for Comprehensive On-site Warranty as per the specifications.			
13.	List of Spare and Consumables required for 10 years trouble free operation and maintenance alongwith a certificate that Spares & Consumables will be provided for at least 10 years.			
14.	GST Registration Certificate and latest GST Deposit receipt (in case of Indian Bidder).			
15.	An undertaking to the effect that the Price bid does not contain any conditions/options whatsoever of the price demanded for sale.			
16.	Certificate for non-blacklisting of firm and non-registration of criminal case.			
17.	Duly Signed and stamped Integrity Pact.			
18.	Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required).			
19.	Price bid on the BOQ Template.		N.A.	N.A.

Note : The bidder shall give number to each page of the Technical Bid, fill this checklist and submit alongwith the bid. Non-compliance to this provision will lead to the rejection of the bid. **Hard copies of only Technical Bids shall be submitted to CPCB on or before the closing date.**

**Form-2**

**FORMAT FOR SEEKING CLARIFICATIONS ON TENDER**

(e-Tender No. C-47011/EC/OCB/2020-21/Mat.)

Name of the Firm : M/s .....

<b>Ser No.</b>	<b>Section and Para of the Tender Document</b>	<b>Terms as per Tender Document</b>	<b>Clarifications Required by the bidder</b>

(Authorized Signatory)

**Form -3**  
**TENDER ACCEPTANCE FORM**

*(To be submitted on Letter Head)*

(e-Tender No. C-47011/EC/OCB/2020-21/Mat.)

Having carefully gone through the whole Tender Document, we, M/s. \_\_\_\_\_, the Bidder, agree to all the terms and conditions mentioned in them and hereby, make the following offer to supply the Instruments/Equipments as per the Schedule requirements, delivery schedule and in conformity with all other conditions in the Tender Documents and amendments. We will arrange for demonstration of models of the Equipment/ Instrument being offered, within India as per the convenience of the Purchaser.

**Bidder**

1. Name of the Bidder \_\_\_\_\_
2. Address \_\_\_\_\_
3. Email \_\_\_\_\_
4. Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Income Tax Permanent Account Number(PAN): \_\_\_\_\_
6. Name and complete address of the Bidder's bankers \_\_\_\_\_
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
7. Name and designation of the person digitally signing and submitting the tender \_\_\_\_\_
8. Is the person digitally signing and submitting the tender authorised by the Bidder? (Yes/No) *(Please enclose scanned copy of the Board's resolution authorising the person to submit the bids without which the tender will be rejected)*
9. Whether business dealings with the Bidder currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt. (Yes/No)

**Qualification**

10. Is the Bidder an OEM of the goods being offered? Yes/No
11. Is the Bidder an authorized agency / representative duly nominated by the OEM?(Yes/No)  
*(If yes, please enclose required documents as mentioned in qualification criteria)*
12. Turnover of the Bidder during the past three years (in Rs.Crores)

2017-2018	_____
2018-2019	_____
2019-2020	_____
Average	_____

*(Please enclose certified published profit and loss statements of last three years. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2017, 2018 and 2019.)*

13. How many Equipment/ Instrument, being offered, has the Bidder supplied during the past three years in India or abroad? \_\_\_\_\_ *(Please enclose documentary proof –Purchase orders and minimum three performance reports)*

**Offer**

14. Make & Model Number of the Equipment/ Instrument offered \_\_\_\_\_  
*(use separate sheet if quoting more than one item)*

**Technical documents to be enclosed**

15. Technical Literature/brochure of the item quoted and Clause-wise response/compliance to requirements specified in *Annexure-II* of Tender Document. You may furnish additional



information/ clarifications, documents, etc., in support of your offer.

**Warranty maintenance**

16. Do you have your own set up in India to provide the maintenance during warranty period?  
(Yes/No)

17. If yes, please provide details (**in 100 words**) including experienced manpower & resources details and enclose relevant documents

---

---

---

18. If answer to question at 16 above is no, do you have any agreement with any other manufacturer or reputed agency to act as Maintenance contractor to provide maintenance during warranty and post warranty period?(Yes/No)

19. If answer to question 18 above is yes, please provide details (in 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the proposed agency in maintenance of similar type of equipment/instruments.

**Availability of Spares and Consumables for 10 years of trouble-free operation and maintenance**

20. Does the OEM/Its Authorised representative agree to provide Spares and Consumable for 10 years of trouble-free operation and maintenance?(Yes/No)

**After Sales Services/Post Contractual Support**

21. Does the OEM/Its Authorized representative agree to provide After Sales Services/ post contractual support i.e. repair, maintenance, supply of spares parts etc and will take up the post warranty AMC when asked to do so?(Yes/No)

**Documents to be enclosed**

22. Have you enclosed the following documents?(Yes/No)
- a. Bid Security Declaration Form (Form-5) ?(Yes/No)
  - b. Tender Acceptance Form as specified in the Tender ?(Yes/No)
  - c. Documents and relevant details to establish that the goods offered conform to the requirement of the tender documents and Technical Literature/Brochure etc.(Yes/No)
  - d. Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;(Yes/No)
  - e. Tender Specific Authorization letter (As per Form-4) by the OEM (Manufacturer) or self declaration letter by OEM (if OEM is bidding) ; (Yes/No)
  - e. Copies of documents defining constitution and legal status of the Bidder;(Yes/No)
  - f. GST Registration Certificate and latest GST Deposit receipt (in case of Indian Bidder) (Yes/No)?
  - g. An undertaking to the effect that the Price bid does not contain any conditions/options whatsoever of the price demanded for sale.(Yes/No)
  - h. Certificate for non-blacklisting of firm and non-registration of criminal case?(Yes/No)
  - i. Certified published profit and loss statements showing the turnover and financial results.(Yes/No)
  - j. Purchase Order and Performance certificates for the offered equipment/ instruments from Govt Ministries/Department/Public Sector Undertaking/Scientific Institute of National Repute.(Yes/No)
  - k. Warranty Certificate of Comprehensive Warranty as per the specifications.(Yes/No)
  - l. List of Spare and Consumables required for 10 years trouble free operation and maintenance alongwith a certificate that Spares & Consumables will be provided for at least 10 years.(Yes/No)
  - m. Duly Signed and stamped Integrity Pact(Yes/No)
  - n. Any other documents that you consider necessary to strengthen your bid. (Yes/No/None

required)

---

.....

(Signature with date)

.....

(Name and designation)

Duly authorised to sign tender for and on behalf of

\*\*\*\*\*

Form -4

**MANUFACTURER'S AUTHORISATION FORM**

To

.....

.....

(Name and address of the

Purchaser) Dear Sirs,

Ref. Your Tender Document No....., dated .....

We ....., who are proven and reputable manufacturers of ..... (name and description of the goods offered in the tender) having factories at ....., hereby authorize Messrs..... (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us Messrs ..... (name and address of the agent)is having ..... years' agreement/association with us since .....

We further confirm that no Supplier or firm or individual other than Messrs ..... (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We also hereby extend our full comprehensive warranty and post warranty support, as applicable as per the General Conditions of Contract, for the Scientific Instruments/Equipments offered for supply by the above firm against this Tender Document.

Yours faithfully,

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs .....

[Name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

\*\*\*\*\*

**Form-5**

**Bid Security Declaration Form**

Tender No. C-47011/EC/OCB/2020-21/Mat

To

.....  
.....

(Name and address of the purchaser)

I/We, the undersigned, declare that: I/We understand that, according to conditions of the above mentioned tender, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity  
(i) fail or reuse to execute the contract, if required, or  
(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Yours faithfully,

.....  
.....  
[Signature with date, name and designation]

for and on behalf of Messrs .....

[Name & address of the manufacturers]

\*\*\*\*\*

**Form-6**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

The Member Secretary  
Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

WHEREAS ..... (name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of.....(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid upto and including the ..... day of ....., 20.....

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

\*\*\*\*\*

**Form-7**

**CERTIFICATE OF SUPPLY, INSTALLATION & COMMISSIONING**

F.No. \_\_\_\_\_

Dated \_\_\_\_\_

1. Reference P.O.No. \_\_\_\_\_ date
2. It is certified that
  - (a) M/s \_\_\_\_\_ have completed the Supply, Installation and Commissioning of the EQUIPMENT /INSTRUMENTS Model \_\_\_\_\_ Serial No. \_\_\_\_\_ on \_\_\_\_\_ (date) at designated site \_\_\_\_\_ (name of the site).
  - b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on \_\_\_\_\_ (date).
  - c) The aforementioned EQUIPMENT / INSTRUMENTS worked satisfactorily during the trial period of 15 days starting w.e.f. \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

For Contractor

For Purchaser

Witness:

Witness:

Signature  
Name  
Designation  
Address  
Date

Signature  
Name  
Designation  
Address  
Date

\*\*\*\*\*



Form -8

**CERTIFICATE FOR MINIMUM LOCAL CONTENT AS PER  
THE MAKE IN INDIA PURCHASE PREFERENCE POLICY**

To

.....  
.....

(Name and address of the Purchaser)

Dear Sirs,

Ref. Your Tender Document No....., dated .....

We.....,who are proven and reputable manufacturers of..... (name and description of the goods offered in the tender) hereby declare the goods offered by us / by our authorized agent has minimum local content of \_\_\_\_\_ % .

We confirm that the item offered meet the local content requirement for Class-I Local Supplier / Class-II Local Supplier as defined this tender under Make in India purchase preference policy.

We hereby confirm that the value addition under the above declared minimum content has been made in **India** at the following address:-

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

*(give address where minimum local content has been added)*

We further confirm that the above declarations are true and best to our knowledge. We know that false declarations will be a breach of the Code of Integrity, for which we or our successors can be debarred for up to two years alongwith such other actions as may be permissible under law.

Yours faithfully,

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs .....

[Name & address of the manufacturers]

**Note :** 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

\*\*\*\*\*



Form - 9

**INTEGRITY PACT**

Between

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

**Section 1 – Commitments of the Principal**

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Tender document, shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Sh Jagdish Rai Garg, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 8008516763, email : jr.garg@yahoo.com). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, CPCB.

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, CPCB and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

## **Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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

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

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

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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

## 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 enroll 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 Enroll” 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. **Each page of the bid must be serially numbered.** 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, profit and loss statement, auditor certificates etc.) has been provided to the bidders. 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 Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 on or before the due date prescribed on the NIT. 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.
- 11) **Hard Copies of Technical Bid shall be submitted to CPCB on or before last date of submission of Bids.**

### **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 2337315.

\*\*\*\*\*