



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

**E-TENDER NOTICE FOR RATE CONTRACT FOR CALIBRATION OF SCIENTIFIC INSTRUMENTS / EQUIPMENTS**

Tender Enquiry No. : 14064/NRTOL/2021-22

Date: 18/01/2022

Online tender is invited under two bids system i.e. Technical and Financial Bids for Registration of Suppliers for Rate Contract for Calibration of various scientific Instruments/equipment from NABL Accredited Labs. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>). The bids to be submitted on CPP Portal only.

Name of Goods	E-tender for Rate Contract for Calibration of various scientific Instruments / equipment from NABL Accredited Labs.	
	<b>Date</b>	<b>Time</b>
Date of Publishing	18-01-2022	<b>17:30</b>
Bid download/Bid submission start date	18-01-2022	<b>17:30</b>
Clarification Start Date	<b>18-01-2022</b>	
Clarification End Date	<b>28-02-2022</b>	
Last Date of Technical Bid Submission	28-02-2022	<b>17:30</b>
Technical Bid Opening Date	02-03-2022	<b>11:00</b>
Date and time for opening of Financial bids of the technically qualified bidders	It will be announced on the above portal after opening of technical bids.	

-s/d-  
DH-Trace Organic Lab.

Email: [skumar.cpcb@nic.in](mailto:skumar.cpcb@nic.in)



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Pre-Qualification Criteria (PQC):

1. The Bidder should have a valid PAN (Permanent account Number), GST Registration No.
2. The Bidder shall possess a valid accreditation from a regulatory body (NABL) in India for Instrument calibration.
3. The bidder should have experience of having successfully completed similar work during last \_\_\_3\_\_\_years ending

**Similar work means calibration of instruments/equipment of any organization of repute. Documentary evidence in form of Certificates from client/ Work order copies specifying the work and the amount of contract should be submitted along the offer.**

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

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

The following technical requirements have to be fulfilled by the laboratories as Pre – requisites for consideration of their technical bid. The Quotation received without adequate details of technical requirements will be rejected.



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**A. Technical Bid Requirements**

S.No.	Requirement	Compliance
1.	IS 17025 Accreditation for Calibration Laboratories	NABL Yes/No (if Yes validity upto.....)
2.	Accreditation for instruments and equipment (As per List)	NABL Certificate Number Yes/No (if Yes provide Certificate number.....)
3.	Information Sheet for calibration of Instruments / equipment, which is not covered under NABL scope.	Information Sheet Yes/No (if Yes provide methodology.....)

**B. Financial Part (Annexure-V)**

- The Laboratory has to submit all-inclusive cost (tax may be mentioned separately) of respective items as financial bid (BoQ Format):

Items	All Inclusive Unit Cost (Rs/-)
A. (i) Onsite Calibration (item-wise per instruments and equipment)- As per list enclosed. B. (ii) Calibration at calibration laboratory (items- wise per instruments and equipment)- As per list enclosed.	To be mentioned against each items in the enclosed list.
C. Taxes (if any)	To be mentioned against each items.

- The Laboratory has to submit NABL accredited calibration certificate of each instruments and equipment after the calibration indicating the validity of certificate.

The submitted Tender Document must be accompanied with Signed copy of tender, Credentials, accreditation copy, Work order copies, Completion of work Certificates.

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

**DH-TOL**



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**Introduction:**

Central Pollution Control Board (CPCB) is an autonomous statutory body under Ministry of Environment, Forest and Climate Change. For smooth functioning of laboratories and monitoring of various process parameters various inline/ offline instruments are installed. In order to cross check the healthiness of installed online instruments, measuring instruments are procured and are calibrated annually. Present tender deals with the calibration of various Instruments / equipment installed at different Laboratories of CPCB located at CPCB HQ, Parivesh Bhawan, East Arjun Nagar, Delhi-110032

**Scope of work** - Calibration of various Instruments/Equipment of Laboratories, located at Central Pollution Control Board, Delhi.

1. On a mutually agreed date, successful bidder shall collect the instruments / equipment from CPCB, Delhi, transport it to their laboratory, calibrate the instrument and return the calibrated instrument with calibration certificate.
2. List of Instruments to be calibrated is available on Annexure - \_I\_ of this tender.
3. All tools, tackles, standards, machinery etc. required for satisfactory completion of job shall be arranged by the bidder.



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**GENERAL TERMS AND CONDITIONS OF CONTRACT**

1. **Nature of Tender:** The tenderer should submit their tender online on CPP Portal Only in Two Part-Single stages as described in Notice Inviting Tender.
2. **SECURITY DEPOSIT:** Tenderer should deposit a sum @ \_\_NIL\_\_% of the awarded value as security deposit in the form of Demand Draft drawn in favour of CPCB, Delhi payable at Delhi which will bear no interest.
3. **RATE:** The rate is to be quoted only as per price format of tender document failing which your offer shall be rejected. It is to be noted that tenderer should quote rate for all items mentioned in the price format.
4. **The rate quoted will remain firm till completion of the contract.**
  - (i) If all bidders quote for all items, then the total cost shall be the only deciding factor of L-1bidder.
  - (ii) If some of the bidders quote for some of the items, then work will be split to two or more bidders as per lowest price of individual items.
5. **RATES IN WORDS & FIGURES:**
  - a. In case of item rate tender, only rates quoted shall be considered.
  - b. Rates shall be filled properly so that no discrepancy in rate written in figures and words. However, if a discrepancy is found, the rate which corresponds with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rates quoted by the contractor in words shall be taken as correct.
  - c. Where the rates quoted by the contractor in figures and in words tally but the amount is not works out correctly, the rate quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s) then rate of such item(s) will be considered as zero.
6. The quoted rate shall be inclusive of GST.



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7. Contractor will arrange all tools, tackles, standards for satisfactorily execution of the work.
8. **COMPLETION PERIOD:** Entire work shall be completed within 45 days of placing for work order.
9. **OFFER VALIDITY:** Offer shall be valid for 120 days effective from date of opening of tender.
10. **TERMS OF PAYMENT:** The contractor shall raise the bills in Triplicate to CPCB immediately after completion of work. CPCB will release the payment within 30 days to contractor within 30 days from the date of submission of bill.
11. **GST REGISTRATION:** Tenderers should have valid GST registration certificate and a copy of the same is to be attached along with tender documents.
12. **CPCB GST REGISTRATION:** Bidder shall note that CPCB GSTIN is 07AAALC0228L2ZD.
13. **WORKING HOURS:** The timing to perform the job assigned will be strictly adhere to our office timings i.e. from 10:30AM to 05:00PM. There will be no work in Saturdays, Sundays & holidays.
14. **SUB-CONTRACT:** Not applicable in this contract.
15. **IDLE CLAIM:** Tenderer may please note that no claim will be entertained on account of idle work force, stoppage of work, unprecedented rain/storm or any other unforeseen circumstances.
16. **DEVIATION FROM ORIGINAL TENDER:** The bidder should indicate any suggestion deviations from the tender document in the bid itself for consideration by the CPCB. These deviations shall constitute part of contract when approved by the CPCB.
17. **TRAVELLING ALLOWANCE:** Other than price specified in price format, no extra payment shall be paid for collection / Return of Instruments.
18. **LODGING/BOARDING FACILITY:** CPCB will not provide any lodging/Boarding facility to the person engaged by the bidder in this job.
19. **SITE INVESTIGATION:** The bidder should satisfy himself as to the nature and location of work, and all other incidental costs at CPCB Delhi. Any failure of the bidder to acquaint



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himself with all the available information concerning these conditions will not relieve him of responsibility of estimating properly, the difficulty or cost of successful performing the work.

20. **CONTACTING/ CLARIFICATION WITH CPCB:** From the time of bid opening to the time of contract award, if any bidder wishes to contact CPCB on any matter related to the bid, it should do so in writing. For any clarification bidder may contact from the DH-TOL, CPCB (Sh. Sanjay Kumar, skumar.cpcb@nic.in, 011-43102376) before submitting the tender.

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

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

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

22. **AWARD OF CONTRACT:** CPCB will award the contract to the successful bidder whose bid has been determined substantially responsive and lowest, further qualified to satisfactorily perform the contract.

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

24. **CPCB'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** CPCB reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bid, at any time prior to award of contract, without thereby incurring any liability to be affected bidder or bidders are any obligations to inform the affected bidder or bidders of the ground for CPCB's action.

25. **JURISDICTION:** Any action / dispute arises out of or from this work order shall be subject to the jurisdiction of court of law at Delhi only.





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**Annexure-I**

**LIST OF INSTRUMENTS/EQUIPMENTS TO BE CALIBRATED**

S.No.	Items	Range / Volume	Quantity
			As Per Requirement
1	Analytical Balance	0.001 gm to 420 gm	“
2	Precision Balance	0.001 gm to 600 gm	“
3	Moisture Balance	Max 200 gm	“
4	Standard Weight E2	0.1 mg to 200 gm	“
5	Micro Syringe	1 µl to 100 µl	“
6	Micro Pipette	10 µl to 100 µl	“
7	Micro Pipette	100 µl to 1000 µl	“
8	Micro Pipette	02 µl to 2000 µl	“
9	Micro Pipette	500 µl to 5000 µl	“
10	Micro Pipette	1000 µl to 10000 µl	“
11	Auto Pipette	10 µl to 1000 µl Fixed	“
12	Glass Bulb Pipette	1, 2, 5, 10, 20, 25, 50 ml	“
13	Glass Pipette Graduated	1 ml to 25.0 ml	“
14	Bacteriological Incubator for Temp.	0 °C to 55 °C	“
15	Glass Burette	1.0 ml to 50.0 ml	“
16	Digital Burette	0.1 ml to 50.0 ml	“
17	Dispenser	1.0 ml to 10.0 ml	“



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18	Volumetric Flask	10 ml to 1000 ml	“
19	Glass Vial	1.0 ml & 2.0 ml	“
20	Measuring Cylinder	10 ml 2000 ml	“
21	Glass Thermometer	-10 °C to 360 °C	“
22	Vesicooler	2 °C to 8 °C	“
23	Refrigerator	-1 °C to 10 °C	“
24	Hot Plate	Ambient to 300 °C	“
25	Orbital Shaker	Temp : -10 °C to 50 °C Speed 50 rpm to 350 rpm	“
26	Digital Thermometer	Upto 250 °C	“
27	Digital Thermo Hygrometer	Temp. -10.0 °C to 50 °C and Humidity 1% to 100%	“
28	Temperature and Humidity Control Chamber	Temp. Up to 50 °C and Humidity Up to 50%	“
29	Hot Air Oven	Ambient to 300 °C	“
30	Water Bath	Ambient to 100 °C	“
31	GC Oven	Up to 300 °C	“
32	Muffle Furnace	100 °C to 1200 °C	“
33	Deep Freezer	-20 °C to 12 °C	“
34	BOD Incubator	15 °C to 30 °C	“
35	COD Digester	100 °C to 200 °C	“
36	pH Meter	1 to 14	“
37	DO Meter	0.5 mg/L to 30.0 mg/L	“



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38	Conductivity Meter	0.1 uS/cm to 2000 uS/cm	“
39	Turbidity Meter	0.0 to 1000 NTU	“
40	Test Sieve	63 µm, 425 µm, 0.6 mm	“
41	D-Net	≤ 600 µm	“
42	Autoclave	121 °C 15lbs/inch <sup>2</sup>	“
43	Laminar Flow Bench (for Air particle size and flow)	Flow 0.45 m/s to 0.65 m/s, & Particle size ≤ 0.3µm to 5 µm	“
44	High Volume Sampler Manometer	Up to 1.6 m <sup>3</sup> /min	“
45	Rota meter for Gas Sampling	Up to 2 LPM, Up to 60 LPM	“
46	Time Totalizer	-----	“
47	Diaphragm Gas Meter	0.025 to 4 m <sup>3</sup> /hr	“
48	Differential Pressure Meter	0 to 2000 mm of water	“
49	S- Type Pitot Tube	3 to 60 m/s	“
50	K- Type Thermocouple with indicator	100 to 1200 C	“
51	Top loading Orifice	Upto 1.6 m <sup>3</sup> /min	“



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**Annexure-II**

**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

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

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.



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

**PREPARATION OF BIDS**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

4) Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted at Directorate of Logistics, New Delhi by ..... at 13:00 hrs. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.

6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by Unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



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9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.



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**Annexure – III**

**TENDER ACCEPTANCE LETTER**

DATE \_\_\_\_\_

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

TO

THE CHAIRMAN

CENTRAL POLLUTION CONTROL BOARD

(MINISTRY OF ENVIRONMENT & FORESTS GOVERNMENT OF INDIA)

C.B.D. CUM OFFICE COMPLEX

EAST ARJUN NAGAR DELHI - 110 032.

Sir,

Having examined the terms and conditions of Tender Document and specifications for Rate Contract for Calibration of various scientific Instruments/equipment., the acceptance of which is hereby acknowledged. We, the undersigned, offer to supply the following:

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

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



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We undertake if our bid is accepted to deliver the items quoted by us, we shall deliver within the period indicated by us in our offer. We also undertake that in case of our failure to deliver the item on specified time, appropriate penalty can be levied on us. We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period.

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

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

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

Dated this.....day of.....2021

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





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**Annexure – IV**

**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.



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**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.



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- (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.



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**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



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discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

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

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

**Section 10 – Other provisions**

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



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- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

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(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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\_\_\_\_\_  
\_\_\_\_\_  
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Witness 2:

(Name & Address)

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