



Central Pollution Control Board
(Ministry of Environment, Forest & Climate Change, Govt. of India)
Parivesh Bhawan, East Arjun Nagar,
Delhi – 110032.

F.No.C-22011/Misc./2014/Admn.(P) 2406

the 13th March, 2019
18th

CIRCULAR

In continuation to the circular of even dated 27.03.2018 (copy enclosed), all the Divisional Heads/RDs are hereby advised that wherever Expression of Interest (EOI)/Contract is invited/entered for the estimated value more than 25 lakhs, the Integrity Pact (IP) has to be incorporated at the stage of issuing notice itself. This is for strict compliance.

Further, the new address of Independent External Monitor (IEM) is as follows;

**Shri Sunil Krishna,
Flat No. 8101,
ATS one Hamlet
Sector 104
Noida – 201304
LL Tel No. 0120-7162128**

Rest remains the same.


(Prashant Gargava)
Member Secretary

Encls. as above

To, DH-WM-I & I.T. Division

- ✓ 1. All the Divisional Heads at Head Office, Delhi
2. All Regional Directors
3. PS to CCB
4. PS to MS
5. D/H I. T.
6. Office Order File
7. Master File

: with a request to upload it on CPCB website.





**Central Pollution Control Board
(Material Section)**

No. C-22011/Misc./2014/Admn.(P)/75 *29*

Date: 27.03.2018

CIRCULAR

Sub:- Appointment of IEM in Central Pollution Control Board-Further Instructions.

1. Shri Sunil Krishna has been appointed as Independent External Monitor (IEM) in CPCB w.e.f 23.03.2017 vide circular issued of even number dt. 06.07.2017 to review independently and objectively, whether and to what extent the party(s) comply to the obligations under Integrity Pact (IP) in all purchases/ contracts/works above the value of Rs. 25,00,000/- (Rs. Twenty-Five Lacs only).
2. It was brought to the notice of Divisional Heads at Head Office, Delhi and Regional Directors at Regional Directorates to ensure to incorporate the Integrity Pact in all the Contract Documents before awarding the order/work/contract to the successful bidder and signing the contract between the Bidders and CPCB. Dr. R.M Bhardwaj, Scientist "E" will continue as the Nodal Officer for in-corporation of the Integrity Pact in all the order/work/contracts.
3. All the Division Heads/RDs are hereby advised not to send the whole tender document to IEM, instead the integrity pact as enclosed vide Annexure -I alone be sent if the threshold limit exceeds Rs. 25 lakh. Further, this Integrity Pact should be a part & parcel of Tender document and the bidder should be insisted to submit the Integrity Pact alongwith his technical bid failing which, the bids are liable to be disqualified.

Contd..P/2

4. All the files related to award or order/work/contract exceeding the value of Rs. 25,00,000/- (Rs. Twenty-Five Lacs only) must be referred to the Nodal Officer before signing the order/work/contract. In those cases where the tender documents EOI/RFP, are getting finalised from the Division itself, a copy of final Integrity Pact signed between the bidder & CPCB has to be endorsed to AO(M) for record. The relevant ^{files} ~~files~~ shall always be kept ready for the inspection of IEM as and when required by him.

All concerned officers are directed for strict compliance of above instructions.



(A. Sudhakar)
Member Secretary

Encl.: As stated

To

1. All the Divisional Heads at H.O. Delhi
2. All the Regional Directors
- ✓ 3. In-charge IT Division - IT for uploading in the CPCB website under tender head & in the Intra Portal of CPCB
4. In-charge WQM
5. AO(M)
6. Office Order File
7. AO Master File
8. Sh. Sunil Krishna, IEM of CPCB
Flat No. 45, Park View Apartments
Plot No. A-100/3, Sector-51,
Noida - 201303

INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2017, between, CPCB, An autonomous body acting through Shri, (Designation of the officer, Ministry/Department, Government of India) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

2.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

3. Previous Transgression

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

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

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

4. Sanctions for Violations

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

- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

5. **Fall Clause**

- 5.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. **Independent Monitors**

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh Sunil Krishna, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, email : iem.cpcb@gmail.com).
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation**

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

8. **Law and Place of Jurisdiction**

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

9. **Other Legal Actions**

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

10. **Validity**

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of

both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11. The parties hereby sign the Integrity Pact aton.....

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1.....

1.....

2.....

2.....



केन्द्रीय प्रदूषण नियंत्रण बोर्ड
CENTRAL POLLUTION CONTROL BOARD
(पर्यावरण एवं वन मंत्रालय, भारत सरकार)
(MINISTRY OF ENVIRONMENT & FORESTS, GOVT. OF INDIA)

No. C-22011/Misc./2014/Admn.(P)/15389 the 23rd March, 2017

To,

Shri Sunil Krishna
Retired. DG, NHRC
Flat No. 45, Park View Apartments
Plot No. A-100/3, Sector-51
Noida - 201303

Sub:- Appointment as IEM in Central Pollution Control Board

The Competent Authority, Central Pollution Control Board (CPCB), in consultation with the Central Vigilance Commission, is pleased to appoint you as Independent External Monitor (IEM) to monitor Integrity Pact(IP) in all future purchases / contracts / works above the value of Rs. 25,00,000/= (Rs. Twenty Five Lacs only). The IP will be signed between the Bidder/Contractor and Central Pollution Control Board while making the purchases/ awarding work orders / contracts.

02. Integrity Pact envisages an agreement between the prospective vendors and the buyer not to resort to any corrupt practices in any respect / stage of the contract.

03. Integrants of the pact are;

- (i) Promise by the Principal not to seek any illegal benefit.
- (ii) Promise by the bidders not to offer any benefit to the employees of the Principal.
- (iii) Bidders not to enter into any understanding with other bidders regarding prices etc.
- (iv) Bidders not to pass any information.
- (v) Foreign bidders to disclose the details of its agents in India. Indian bidders to disclose their foreign associates.
- (vi) Bidders to disclose payments to be made to agents/intermediaries.

04. Operative time of IP

- (i) For a particular contract, pact would be operative from the stage of invitation of bids till completion of contract.
- (ii) Any violation would entail disqualification and exclusion from future business dealings.

केन्द्रीय प्रदूषण नियंत्रण बोर्ड
निर्गत.....
दिनांक.....

Contd..2..

'परिवेश भवन' पूर्वी अर्जुन नगर, दिल्ली-110032

'Parivesh Bhawan', East Arjun Nagar, Delhi - 110032

दूरभाष/Tel. : 43102030, फैक्स/Fax : 22305793, 22307078, 22307079, 22301932, 22304948

ई-मेल/e-mail : cpcb@nic.in वेबसाइट/Website : www.cpcb.nic.in

05. Implementation Procedure

- i. Covers all tenders/ Contracts/ Works above the value of Rs. Twenty Five Lacs.
- ii. Complicated or serious issues could be covered.
- iii. Appropriate provision to be made in the contract that IP is Deemed as part of the contract and binding on the parties.
- iv. Implemented provision to be made in the contract that IP is deemed as part of the contract and binding on the parties.
- v. IEM would review independently and objectively compliance of the pact.
- vi. Information related to the tenders to be shared with IEMs on monthly basis.

06. Functions of IEM

- i. IEM would have access to relevant contract documents, whenever required. Ideally, IEMs should meet in two months to take stock of the ongoing tendering processes.
- ii. It would be desirable to have structured meeting of the IEM with the Chairman, CPCB on monthly basis to discuss / review the information on tenders awarded in the previous month.
- iii. The IEM would examine all complaints received by him and give his recommendation / views to the Chairman/Member Secretary, Central Pollution Control Board at the earliest.
- iv. The recommendations of the IEM would be in the nature of advice and would not be legally binding. At the same time, it must be understood that IEM is not consultant to the Management. His role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- v. The role of the Chief Vigilance Officer (CVO), CPCB shall remain unaffected by the presence of the IEM. A matter, being examined by the IEM can separately be investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the CVC.

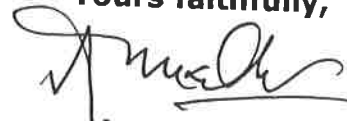


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07. Terms and conditions of appointment and remuneration to be paid.
- (i) Rs.26000/- per month.
 - (ii) TA/DA equivalent to the status of a Member of the Board, if any, tour is undertaken with the prior approval of the Chairman, Central Board.
 - (iii) Local transport will be provided by Central Pollution Control Board. Transport charges other than Delhi, if required will be reimbursed as per actual taxi rates applicable in that city subject to a maximum of Rs.15/- per k.m.
 - (iv) Secretarial assistance, will be extended on need basis in CPCB Premises.
08. All the dues of the IEM will be processed with the approval of the Member Secretary, CPCB.
09. Engagement of the IEM will be for a period of three years from the date of acceptance of the offer, extendable by another two years or till he attains the age of 70 years, whichever is earlier.
10. The earlier Appointment Order of even number dated the 12th November, 2014 and subsequent amendment dated the 8th February, 2017 stands cancelled.
11. Kindly send the acceptance of offer within 15 days.

Yours faithfully,


(A.B. Akolkar) 23/3
Member Secretary

Encl:-

- (i) Integrity Pact (Format)
- (ii) Copies of Circular No. 10/5/2009 dated 18.5.2009 of CVC.
- (iii) Copy of letter No. 014/VGL/012/255165 dated 31.7.2014 issued by CVC.

Contd..4..

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Copy to:-

1. Sh. P.V. Ramakrishna Research Officer
CVC, Satarkta Bhawan,
GPO Complex, Block-A, INA, New Delhi-110023.
In reference to your letter No. 014/VGL/012/255165 dated 31.7.2014
2. Chief Vigilance Officer, CPCB
3. Shri R.M. Bhardwaj, Scientist 'E' CPCB
4. A.O.(M), CPCB


(A.B. Akolkar)
Member Secretary

O/C
Madhu
24/03/17