

**Central Pollution Control Board**  
Waste Management Division-I

B-29016/(CS-2)/NCEF/HWMD/2016/

Dated: 05<sup>th</sup> April, 2017

**Sub: Return back of Ernest Money Deposit (EMD) against Tender ID No. 2016\_CPCB\_153285\_1 dated 15<sup>th</sup> December, 2016 for "Preparation of DPR and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha" under National Clean Energy Fund (NCEF) - regarding**

Sir,

This has reference to the Request for Proposal (RFP) invited through e-bidding platform for "Preparation of DPR and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha" under National Clean Energy Fund (NCEF) project. It is to inform you that the bidding process has been cancelled due to lack of financial grant from Government for the said project.

The bidders who have submitted their bids through e-bidding platform along with Ernest Money Deposit (EMD) of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only), may kindly collect back their Demand Drafts personally through their authorized representative with effect from 07<sup>th</sup> April, 2017. In case of difficulty in collecting the Demand Drafts, may be informed over telephone so that the same can be sent by registered/speed post.

Yours faithfully

  
**(B. Vinod Babu)**

Addl. Director & Nodal Officer,  
Waste Management Division

## **REQUEST FOR PROPOSAL**

**Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha**

**Remediation of contaminated sites under  
National Clean Energy Fund (NCEF) Project**

**December, 2016**



**Central Pollution Control Board, Delhi  
(Ministry of Environment, Forest & Climate Change)  
Government of India**

## Section-1 - Letter of Invitation

B-29016/(CS-2)/NCEF/HWMD/2016/

Dated: 15.12.2016

### **NCEF Project - Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha**

1. The Central Pollution Control Board (CPCB), under Ministry of Environment, Forest & Climate Change (MoEF&CC), Government of India has taken-up a project under NCEF for remediation of two contaminated areas.
2. The CPCB, Delhi invites proposals for remediation of chromium contaminated area at Sundergarh, Odisha, through e-tendering of competitive bids for envisaging the following services;
  - a) Preparation of detailed project report (DPR) and bid document for remediation of chromium contaminated area at Sundergarh, Odisha, based on detailed site investigation studies and assessment as per Terms of Reference (ToR) given in RFP document.
  - b) Monitoring and assessment of remediation works to ensure that remediation works are carried out as per the DPR (Phase-II).
  - c) Validation of remediation works and submission of post remediation monitoring plan (Phase-II).
3. Manual Bids shall not be accepted.
4. **This Request for Proposal (RFP) is addressed to some of the shortlisted consultants who had participated in earlier NCEF projects of CPCB and all also other competent parties, subject to the submission certified and satisfying documentation at <https://eprocure.gov.in/eprocure/app> (Portal). The consultant shall furnish satisfactory evidences to establish that consultant meets the requisite qualifying requirements.**
5. Consultant may visit Websites: <https://eprocure.gov.in/eprocure/app> directly for details terms and conditions of e-tender. Consultants willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India viz. NIC, DSC is given as a USB e-token. After obtaining the DSC from the approved CA they required to register the fact of possessing the DSC through the registration system available in the website.
6. Consultants may download a complete set of RFP documents from the website: <https://eprocure.gov.in/eprocure/app> with the help of e-token. This is the only mode of collection of tender document. Tenders are to be submitted online. Details of submission procedure are given below under 'Instructions to Consultants'.
7. Consultants are requested to submit a non-refundable Bid Document fee (Tender fees) of Rupees Two Thousand only (Rs. 2,000/-) in the form of Demand Draft /Pay order/Banker's Cheque in favor of "**CPCB (HWMD) Dump Sites Project**", payable at

Delhi, India and scanned copy of the Bid document fee should be uploaded in the specific folder marked for 'Bid Document Fee' along with the bid. However, Bid Document Fee and Bid Security (Earnest Money Deposit) in original, must be submitted physically within the due date & time and to be dropped in the Box to be kept in the ground floor, at 'Parivesh Bhawan' CBD Cum Office, East Arjun Nagar, Delhi -110 032 marked as '**Preparation of Detailed Project Report (DPR) for Remediation of contaminated areas**' before bid closing date. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

8. This bidding takes simultaneous bidding procedure in two part (Folder) bidding systems as Part-1: Technical Requirements for participation and Part-2: Financial Proposal. All the eligible and interested consultants are required to submit the Technical Proposal for "Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha". Only the consultants who has submitted Technical Proposal found responsive will be notified by the Board and uploaded e-tender system. Financial Proposals (to be submitted in the Template provided with the Tender document) of technical proposal of the successful consultant(s) will be opened and the date and place to participate in the public opening of the financial proposal.

For amendment in bidding, in documents or extension of proposal submission date, if any, consultants are requested to visit websites <https://cpcb.nic.in/Tenders.php> and <https://eprocure.gov.in/eprocure/app>. **Board will not publish further any notice in newspapers for such amendment/extension.**

9. Consultants must submit their proposals online for "Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha" as per Terms of Reference (ToR) given in this RFP document.
10. All the bids must be accompanied by bids security (EMD) in accordance with the "Instructions to Consultants" in the bidding documents for the amount.
11. The scanned copy of the Bid Security (EMD) should be uploaded online in Cover I (Part-1) the specific folder marked for 'Bid Security' along with technical proposal. However, Bid Security in favor of "**CPCB (HWMD) Dump Sites Project**", payable at Delhi, India, and Bid Document Fee and Bid Security (Earnest Money Deposit) in original, must be submitted physically within the due date & time and to be dropped in the Box to be kept in the ground floor, at 'Parivesh Bhawan' CBD Cum Office, East Arjun Nagar, Delhi -110 032 marked as '**Preparation of Detailed Project Report (DPR) for Remediation of contaminated areas**'.  
**Remediation of contaminated areas**'.
12. All proposals must be submitted through e-tender system on or before **03.02.2017 by 17.00 hrs. (IST)**. Any bid received after expiry of the time and date prescribed for receiving complete proposal will not be entertained. Original documents (Bid fees, EMD etc.) as mentioned in the bid document must be submitted on or before **03.02.2017 by 17.00 hrs. (IST)**. Only the Technical Offer will be **opened on 06.02.2017 by 12.00 hrs.**

13. The proposal must accompany Bid Document Fee (Tender fees – non-refundable) and Bid Security (EMD) as indicated above, failing which it will not be considered.
14. The CPCB will not be responsible for any cost(s) or expense(s) incurred by consultants in connection with the preparation or delivery of proposals.
15. The CPCB reserves the right to reject any or all the tenders without assigning any reason whatsoever.
16. In the event of date being declared as a closed holiday for CPCB’s Office, the date for submissions of proposals and opening of proposals will be the following working day at the appointed time.
17. The consultant or his official representative is invited to attend a **pre-bid meeting**, which will take place **at 28.12.2016 at 15.00 Hrs.** at the Board’s office.
18. For any Tender related assistance please contact: In-charge HWM Division email: [ncef.cpcb@nic.in](mailto:ncef.cpcb@nic.in)
19. Details of Date & Time of different activities at a glance: -

<b>S. No.</b>	<b>Description of activities</b>	<b>Date &amp; Time</b>
1.	Date of publishing of tender	15.12.2016 at 18:00 hrs.
2.	Download of Bid Documents start / Sale start from	15.12.2016 at 18.00 hrs.
3.	Clarification Start Date	15.12.2016 at 18.00 hrs.
4.	Clarification End Date	27.12.2016 at 17.00 hrs.
5.	Pre-Bid Meeting to be held	28.12.2016 at 15.00 hrs.
6.	Minutes of the Pre-Bid Meeting to be uploaded	03.01.2017 at 17.00 hrs.
7.	Bid Submission Start Date	04.01.2017 at 10.00 hrs.
8.	Bid Submission Closing Date (End Date)	03.02.2017 at 17.00 hrs.
9.	Closing date of Physical submission of hard copies of Bid document fees, Bid Security, catalogues/ photographs/ pamphlets and other documents, if any	03.02.2017 at 17.00 hrs
10.	Technical Bid Opening Date	06.02.2017 at 12.00 hrs.

20. The selection of consultants will be based on *Quality and Cost Based Selection (QCBS)* and as per the procedures described in this RFP which are broadly in accordance with the General Finance Rules 2006 of Government of India under Category II: Procurement of High End Services.
21. RFP document covers the following sections;
  - Section 1 - This letter of Invitation
  - Section 2 - Instructions to consultants & Data Sheet regarding the procedure for submission of proposal including data Sheet showing bid evaluation criteria and selection procedure
  - Section 3 - Technical proposal including list of respective key positions whose CV and experience would be evaluated
  - Section 4 - Formats for financial proposal
  - Section 5 - Terms of Reference giving scope of work

Section 6 - Proposed contract terms including procedures proposed to be followed for mid-term review of the progress of the work and review reports

Yours faithfully,

**(A. B. Akolkar)**  
Member Secretary

***Important Note:***

- 1. Consultants are expected to examine the RFP Documents carefully and are deemed to read all documents. Failures to do so will be at the Consultants risk.*
- 2. Tenderer/Contractor are advised to follow the instructions "Instructions for Consultants" provided in the RFP for submission of proposal.*

## Section-2 - Instructions to Consultants & Data Sheet

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<p><b>Definitions</b></p>	<p>(a) “CPCB” means the Central Pollution Control Board, an autonomous organization under Ministry of Environment, Forest &amp; Climate Change (MoEF&amp;CC), Govt. of India, having its office at Parivesh Bhawan, East Arjun Nagar, Near Karkardooma Court, Shahdara, Delhi – 110032 who intend to hire consultants for preparation of Detailed Projects Reports (DPRs) and providing consultancy services for Remediation of chromium contaminated area identified under NCEF Project of MoEF&amp;CC, Government of India.</p> <p>(b) “Consultant” means any entity or person that may provide or provides the services to CPCB under the Contract.</p> <p>(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clauses that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.</p> <p>(f) “Day” means calendar day.</p> <p>(g) “Government” means the Government of India.</p> <p>(h) GFR Rules – Instructions relating to procurement of goods and services as specified by Ministry of Environment &amp; Forests, Government of India under General Finance Rules.</p> <p>(i) “Instructions to Consultants” (Section-2 of the RFP) means the document which provides Consultants with the required information needed to prepare their Proposals.</p> <p>(j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.</p> <p>(k) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>(l) “RFP” means the Request for Proposal prepared by the CPCB for the selection of Consultants, based on a prescribed format.</p> <p>(m) “Services” means the work to be performed by the</p>
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	<p>Consultant pursuant to the Contract.</p> <p>(n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.</p> <p>(o) “Terms of Reference” (ToR) means the document included in the RFP as Section-5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the CPCB and the Consultant, and expected results and deliverables of the assignment.</p> <p>(p) “MoEF&amp;CC/SPCB/PCC” means Ministry of Environment, Forest Climate Change, Govt. of India /State Pollution Control Board/Pollution Control Committee.</p> <p>(q) “QCBS” means Quality and Cost Based System as per General Finance Rules 2006 of Government of India under Category II: Procurement of High End Services (Published by MoEF).</p>
<p><b>1. Introduction</b></p>	<p>1.1 The CPCB will select consulting firm/organization (Consultant) in accordance with the method of selection specified in the ‘Data Sheet’.</p> <p>1.2 Consultants are invited to submit Technical and Financial Proposals for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultants.</p>
	<p>1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants may visit site before submitting a proposal and attend a pre-bid conference specified in the Data Sheet. Attending the pre-bid conference is optional. Consultants should contact the CPCB’s representative named in the Data Sheet to arrange for their site visit or to obtain additional information on the pre-bid conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p>
	<p>1.4 CPCB will provide at no cost to the Consultant the available inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and provide any available data and reports on the sites selected for remediation.</p>

	1.5	Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. CPCB is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>Conflict of Interest</b>	1.6	<p>It is expected that Consultant provides professional, objective, and impartial advice and at all times hold the CPCB's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
<b>Conflicting activities</b>	(i)	A firm that has been engaged by the CPCB to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example site assessment surveys, exploratory drilling, hydro-geological studies, aerial photography, and satellite imagery.
<b>Conflicting assignments</b>	(ii)	A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another project of CPCB. For

	<p>example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p>
<p><b>Conflicting relationships</b></p>	<p>(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the CPCB's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Competent authority of CPCB throughout the selection process and the execution of the Contract.</p>
	<p>1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CPCB, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>1.6.3 No agency or current employees of the MoEF&amp;CC/CPCB/SPCBs/PCCs shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the MoEF&amp;CC/CPCB/SPCBs/PCCs to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or</p>

	<p>employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the CPCB by the Consultant as part of his technical proposal.</p>
<p><b>Unfair Advantage</b></p>	<p>1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, CPCB shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
<p><b>Fraud and Corruption</b></p>	<p>1.7 It requires that the officials of CPCB as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, CPCB financed contracts, observe the highest standard of ethics during the selection and execution of such contracts (In this context, refers to any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper)</p> <p>(a) The terms are set forth below as follows:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (refers to a government official acting in relation to the selection process or contract execution. In this context includes MoEF&amp;CC/CPCB/SPCBs/PCCs staff taking or reviewing selection decisions);</p> <p>(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation (here a “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract</p>

	<p>execution);</p> <p>(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party (“Parties” refers to participants in the procurement or selection process (including MoEF&amp;CC/CPCB/SPCBs/PCCs other government officials) attempting to establish contract prices at artificial, non-competitive levels);</p> <p>(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (here “Party” refers to a participant in the selection process or contract execution);</p> <p>(v) “obstructive practice” is</p> <p>(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by Central /State Government’s vigilance or investigation agencies into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p> <p>(b) Acts intended to materially impede the exercise of the inspection and audit rights provided for under paragraph 1.7.1 below.</p> <p>In pursuance of this policy, the competent authority in CPCB;</p> <p>(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive</p>
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	<p>practices in competing for the contract in question;</p> <p>(c) will cancel the contract if it determined at any time that the concerned officials of MoEF&amp;CC/CPCB/SPCBs/PCCs and the consultants were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the having taken timely and appropriate action satisfactory to governing Ministry i.e. MoEF&amp;CC to address such practices when they occur; and</p> <p>(d) will sanction on a firm or an individual at any time, in accordance with procedures or rules of Government of India by declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a CPCB's contract.</p> <p>1.7.1. In further pursuance of this policy, Consultants shall permit the Central/State Government's investigations audit/investigation agencies to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by Central/State Governments.</p> <p>1.8 Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices; issued by competent authority in CPCB in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>
<b>Eligibility</b>	<p>1.10 A firm or an individual sanctioned in accordance with Government's directives on Preventing and Combating Fraud and Corruption in projects financed by government shall be ineligible to be awarded contract, or to benefit from contract, financially or otherwise, during such period of time as the governing ministry shall determine.</p>
<b>Eligibility of Sub-Consultants</b>	<p>1.11 In case a qualified Consultant intends to associate with Consultant(s) who have not been qualified and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility</p>

	criteria set forth in the Guidelines.
<b>Origin of Goods and Consulting Services</b>	1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:  (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country;
<b>Only One Proposal</b>	1.13 Consultants may only submit one proposal. If a Consultant submits more than one proposal, all proposals shall be disqualified.
<b>Proposal Validity</b>	1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. CPCB will make its best effort to complete negotiations within this period. Should the need arise; however, CPCB may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
<b>2. Clarification and Amendment of RFP Documents</b>	2.1 If a prospective Consultant has any query as to the meaning of any part of the RFP Document, consultant may notify the Board for supplementary information and explanation in writing or by standard electronic means in the Form of Questionnaire of <b>Attachment-A1</b> in <b>Section-2</b> at the following address at the address specified in the Data Sheet at least three (3) days prior to the date set for pre-bid conference.  The CPCB will respond all the queries by standard electronic means only.  Verbal clarifications and information given by the Board or their employee(s) or representative(s) shall not in any way be binding on the Board.  2.2 At any time prior to the deadline for submission of the Bid, the Board, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding

	<p>Documents by amendment.</p> <p>For amendment in bidding documents or extension of bid submission date, if any, bidders are requested to visit website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> before bid submission closing date.</p> <p>Board will not publish further any notice in newspapers for such amendment / extension.</p> <p>The Board will not responsible or take any liability arising out of on-receipt of the same in time or otherwise.</p> <p>In order to allow prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Board at its discretion may extend the deadline for submission of the Bid.</p>
<p><b>3. Preparation of Proposals</b></p>	<p>3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and CPCB, shall be written in the language (s) specified in the Data Sheet.</p> <p>3.2 In preparing their Proposal, Consultants are expected to examine the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p>(a) If a Consultant with their joint ventures/associates considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with such Consultant(s). In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> <p>Consultants shall their joint ventures/associates in their RFP.</p> <p>(b) Alternative professional staff shall not be proposed, and thus only one curriculum vitae (CV) may be submitted for each key position.</p>
<p><b>Language</b></p>	<p>(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference</p>



	<p>Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the national language.</p>
<p><b>Technical Proposal Format and Content</b></p>	<p>3.4 Consultants are required to submit a detailed Technical Proposal (TP) in forms TP-1 to TP-8. The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4.</p>
	<p>(a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TP-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement and achievements. Information should be provided only for those assignments (relevant to this project) for which the Consultant was contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the CPCB.</p> <p>(b) Comments and suggestions may be given on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on</p>

	<p>requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the CPCB (Form TP-3 of Section 3).</p> <p>(c) A description of the approach, methodology and work plan for performing the assignment shall be provided covering the following subjects: technical approach and methodology, work plan, organization &amp; staffing schedule and minimum number of investigations/ tests/ sampling. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Time Line of Activity (Form TP-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TP-5 of Section 3).</p> <p>(e) Estimates of the staff input (calendar-months of foreign and local professionals) needed to carry out the assignment shall be provided in Form TP-7a &amp;7b of Section 3. The staff-days input should be indicated for Phase-I and Phase-II separately.</p> <p>(f) CVs of the professional staff shall be signed by the staff themselves or by the authorized representative of the professional staff (Form TP-6 of Section 3).</p>
3.5	<p>The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.</p>

<p><b>Financial Proposals</b> <b>[to be uploaded in Part-2 of the e-tendering]</b></p>	<p>3.6 The Consultant shall prepare and submit the Proposal Price in accordance with the attached FP-2 and FP-3 of Financial Proposal-Standard Forms (Section 4) along with a forwarding letter FP-1. It shall list all costs associated with the assignment. If appropriate, these costs should be broken down by activity wise. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>All amount in financial proposal shall be in Indian currency i.e. INR.</p>
<p><b>Taxes</b></p>	<p>3.7 The Consultant may be subject to local taxes (such as: Goods and services tax, value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies, etc. as applicable) including Tax Deduction at Source (TDS) on amounts payable by the CPCB under the Contract.</p>
	<p>3.8 Consultants may express the price of their all services only in Indian currency i.e. INR. The CPCB may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.</p>
<p><b>4. Submission, Receipt, and Opening of Proposals</b></p>	<p>4.1 All the documents for the Technical and Financial Proposals shall be submitted through e-tender system and the physical documents (DD/Pay order only) shall be submitted to the address and at the time &amp; date designated by the Board as indicated in the Data Sheet.</p> <p>4.2 The Proposals received after the specified time and date here above for whatever reason shall be declared “Late” and rejected and returned unopened to the bidder.</p> <p>Proposals in the form of facsimile, telegraph or email, will not be accepted.</p> <p>Only the complete documents specified above, received through e-tender and physical documents in hard copies at the place and time will be considered.</p> <p>The Proposal once opened shall not be returned to the Bidders regardless of the result of the proposal.</p>
	<p>4.3 Only the Technical Proposals will be opened on <b>06.02.2017 at 12.00</b> hrs. Bidders or their representatives may see the Technical Bids details at</p>

	their dashboards.
<b>5. Proposal Evaluation</b>	<p>5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact CPCB on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence CPCB in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
<b>Evaluation of Technical Proposals</b>	<p>5.2 The evaluation committee of CPCB shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond as per aspects of the RFP as required for execution of the project, and particularly the Terms of Reference or if it fails to achieve the minimum technical score as decided by CPCB prior to opening of bids.</p>
<b>Financial Proposals for QCBS</b>	<p>5.3 Following the ranking based both on quality (technical) and Cost (financial) proposals as per the GFR Rules, the first ranked Consultant only is invited to negotiate its proposal prior to signing of contract in accordance with the instructions given under para. 6 as below.</p>
<b>Public Opening and Evaluation of Financial Proposals</b>	<p>5.4 The financial proposals opening date and time will be intimated at the time of uploading of evaluation results of the technical proposals. The Board reserves the right to reject any proposal or proposals received at its discretion without assigning any reason whatsoever.</p> <p>A Financial Proposal determined as non-responsive will be rejected. The Board may waive any minor informality or non-conformity or irregularity in a Financial Proposal which does not constitute a major deviation or reservation provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>If there is any discrepancy between words and figures, the amount in words will prevail.</p> <p>The Financial Proposal which is incomplete or</p>

	<p>conditional will be rejected.</p> <p>CPCB shall simultaneously notify (in standard electronic means) Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.</p> <p>5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal. As per the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.</p> <p>5.7 Proposals will be ranked after adding technical score (TS) and financial score (FS) using a weight age of 65% and 35% respectively. In case of financial score, the 'lowest quote' will be given the maximum score of 35. The FS of the other quotes will be multiplied by a fraction which the ratio of 'lowest quote' to the 'quote'. (i.e. <math>35 \times (\text{'lowest quote'}/\text{'quote'})</math>). In case of technical proposals, the technical score given by evaluation committee will be multiplied by a factor 0.65 i.e. <math>TS \times 0.65</math>. The firm achieving the highest combined technical and financial score may be invited for negotiations in</p>
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	accordance with QCBS approach.
<b>Bids Security (Ernest Money Deposit)</b>	<p>5.8 Bid securities shall have validity period of <b>60 days</b> from the date of opening of Technical proposal. This Bid Security shall provide security for the due performance by the Consultant of the obligations and undertakings in the Bid on his part contained.</p> <p>The Bid Security shall be by DEMAND DRAFT / PAYORDER in INR drawn by of any Nationalized Bank in favor of “<b>CPCB (HWMD) Dump Sites Project</b>” payable at Delhi.</p> <p>The scanned copy of the bid security (EMD) should be uploaded online in the specific folder marked for ‘Bid Security’ (as per Attachment-A2 of Section-2) along with technical cover. However, Bid Security should be submitted physically before the due date &amp; time and to be dropped in the Box to be kept in the ground floor, at ‘Parivesh Bhawan’, CBD Cum Office Complex, East Arjun Nagar, Delhi-110 032 marked for ‘<b>Preparation of Detailed Project Report (DPR) for Remediation of contaminated areas</b>’.</p> <p><b>No interest will be payable by the Owner on the above Bid Security.</b></p>
<b>6. Negotiations</b>	<p>6.1 Negotiations may be held on a pre-scheduled date communicated through standard electronic means by CPCB. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
<b>Technical negotiations</b>	<p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. CPCB and the Consultants may specify the issues if any on Terms of Reference, staffing schedule, work schedule, logistics, and reporting. The outcome will then be incorporated in the Contract as “Description of Services”. Special attention</p>

		will be paid to clearly defining the inputs and facilities required from CPCB to ensure satisfactory implementation of the assignment. CPCB shall prepare minutes of negotiations which will be signed by CPCB and the Consultant.
<b>Financial negotiations</b>	6.3	Scope of financial negotiation, if any, shall be in accordance with the provisions laid down under the GFR Rules.
<b>Availability of Professional staff/experts</b>	6.4	Having selected the consultant on the basis of, among other things, CVs of proposed Professional staff, the CPCB will not consider substitutions during contract period unless both parties agree. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. If it is established that Professional staff(s) that were offered in the proposal without confirming their availability, the Consultant may be disqualified.
<b>Conclusion of the negotiations</b>	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations CPCB and the Consultant will initial the agreed Contract.
<b>7. Award of Contract</b>	7.1	After completing negotiations CPCB shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals.
	7.2	The Consultant is expected to commence the assignment as per the negotiated contract agreement.
<b>8. Confidentiality</b>	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed by CPCB to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and shall be treated as a matter of fraud.

### Data Sheet

Paragraph Reference	
1.1	<p>Method of selection: Quality and Cost Based Selection (QCBS) based on criteria conforming to GFR 2006 (General Financial Rules) of Government of India.</p>
1.2	<p>Method of bidding: Proposal shall be submitted through e-tender system and the hard copies of tender and EMD fees (DD/Pay order only) shall be submitted by the specified date and time at the specified place.</p> <p>Name of the assignment: Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha</p>
1.3	<p>A pre-bid conference will be held at the following address:</p> <p>Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdara, Delhi – 1100032</p> <p style="text-align: center;"><b>On: 28/12/2016 at 15:00 hrs.</b></p> <p>The CPCB's representative is: In-charge, Hazardous Waste Management Division Telephone: 011-43102316; Facsimile: 011-22307643 E-mail: <a href="mailto:hwmd.cpcb@nic.in">hwmd.cpcb@nic.in</a></p>
1.4	<p>CPCB will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> <li>1. Relevant data and reports available with CPCB (consultants may download such available information on contaminated area from CPCB website i.e. <a href="http://www.cpcb.nic.in">www.cpcb.nic.in</a> or <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</li> <li>2. Facilitate correspondence with relevant agencies; however, it will be sole responsibility of the consultancy firm to get the necessary data and reports.</li> </ol>
1.5	<p>Proposals are valid for <b>180</b> days from the closing date for submission of RFP.</p>
2.1	<p>Clarifications Supplementary information and explanation in writing in compliance with Form of Questionnaire</p>



	<p>of Attachment-A1 in Section-2 at the following address at least three (3) days prior to the date set for pre-bid conference.</p> <p>The address for requesting clarifications</p> <p>The CPCB's representative is: In-charge, Hazardous Waste Management Division Telephone: 011-43102316; Facsimile: 011-22307643 E-mail: <a href="mailto:hwmd.cpcb@nic.in">hwmd.cpcb@nic.in</a></p>
<b>3.1</b>	Language of Proposals: Proposals shall be submitted either in English or Hindi languages only
<b>3.3 (a)</b>	Joint Association The joint ventures /consortium as proposed in RFP shall not be disassociated. However new partners may associate.
<b>3.3 (b)</b>	The estimated number of professional calendar months required for complete project is: 36 months
<b>3.4</b>	The format of the Technical Proposal to be submitted is: Detailed Technical Proposal (TP )
<b>3.7</b>	<p>Amounts payable by CPCB to the Consultant under the contract to be subject to local taxation: Yes</p> <p>CPCB will reimburse the Consultant for any such taxes paid by the Consultant: Yes</p> <p>Reimburse the consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant : No</p>
<b>3.8</b>	Consultant to state local cost in the national currency: Yes.
<b>4.3</b>	Consultant must submit the Technical Proposal and Financial Proposal through e-tendering system.
<b>4.5</b>	<p>The Proposal submission address is:</p> <p>The In-charge, Hazardous Waste Management Division, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Shahdara Delhi – 1100032</p> <p>Proposals must be submitted no later than the following date and time: <b>03/02/2017 at 17:00 hrs.</b></p>

<b>5.2 (a)</b>	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:	
		<u>Points</u>
	(i) Specific experience of the Consultants;	
	a) Relevant to this site specific contaminants and conditions.	[05]
	b) Number of years of experience in remediation projects	[05]
	Total points for criterion (i):	[10]
	(ii) Adequacy of the proposed methodology, work plan and staffing in responding to the Terms of Reference:	
	a) Site specific Technical approach and methodology	[15]
	b) Work plan	[10]
	Total points for criterion (ii):	[25]
	(iii) Key professional staff qualifications and competence for the assignment:	
	a) Team Leader	[15]
	b) Remediation Expert	[10]
	c) Technical project Coordinator	[10]
	d) Engineering Design Expert	[10]
e) Social Development Expert	[05]	
Total points for criterion (iii):	[50]	
(iv) Technical presentation		
Total points for criterion (iv):	[10]	
The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:		
1) Academic Qualifications	[20%]	
2) Field experience in contaminated site assessment and remediation projects actually executed		
(based on no. of projects & years of experience)	[70%]	
3) Working experience with Government agencies	[10%]	
Total weight age:	100%	
(v) Participation by Indian nationals in key professional staff [based on percentage participation in this project]	[05]	
Total technical score for the five criteria:	<b>100</b>	
<b>Note:</b>		
- Team Leader cannot be engaged for more than one proposal and he/she shall also be regular employee of the consultant.		
- Remediation Expert and Technical coordinator cannot be engaged for more than two proposals.		
- The above conditions will be applicable the consultant who is already working in NCEF projects of CPCB.		

**NCEF Project - Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha**

<b>6.1</b>	Expected date and address for contract negotiations: 30 days from the date of opening of technical proposals at CPCB, Delhi.
<b>7.2</b>	Expected date for commencement of consulting services: As per the negotiated contract agreement.

**Attachment-A1**  
**FORM OF QUESTIONNAIRE**

<Letterhead of the Bidder>

**Form of questionnaire**

Bidding documents

**For Preparation of Detailed Project report (DPR) and providing consultancy services for remediation of chromium contaminated area at Sundergarh, Odisha”,**

**Date:**

**To:**

The In-charge,  
Hazardous Waste Management Division,  
Central Pollution Control Board,  
Parivesh Bhawan, East Arjun Nagar, Shahdara  
Delhi – 1100032  
Email ID- [ncef.cpcb@nic.in](mailto:ncef.cpcb@nic.in)

**From:** Name of Bidder

Address  
Name of Representative  
Position  
Fax No.  
Email id.  
Signature

Question, if any

**(Note: In case of no question: Reply with “No Question”)**

**Attachment-A2  
BIDFORM**

<Letterhead of the Bidder>

Date:

Grant No.:-----

Bid No. \_\_\_\_\_

**BID FORM**

To:

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

Dear Sir:

1. Having examined the Bidding documents for Preparation of Detailed Project report (DPR) and providing consultancy services for remediation of chromium contaminated area at Sundergarh, Odisha”, including, but not limited to, the Instructions to Consultants, Scope of Works, General and Special Conditions of Contract. We, the undersigned, offer to execute and complete the whole of the works and remedy any defects therein, in conformity with the said Bidding Documents. We do hereby submit the Bid document fee for an amount of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only)
2. We undertake, if our Bid is accepted, to complete and deliver the whole of the works comprised in the Scope of Work (Section-5 of RFP).
3. We agree to abide by this Bid for a period of One Hundred Eighty (180) days from the closing date of the submission of RFP fixed in clause 1.5 of the Data Sheet, and shall remain bidding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Contract is prepared and executed, this RFP, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest of any bid you may receive, and that you will not defray any expense incurred by us in bidding.

Date this \_\_\_\_\_ day of \_\_\_\_\_.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

**NCEF Project - Preparation of Detailed Project Report (DPR) and providing consultancy services for Remediation of chromium contaminated area at Sundergarh, Odisha**

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

(IN BLOCK CAPITAL) \_\_\_\_\_

Address \_\_\_\_\_

Facsimile number \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email id. \_\_\_\_\_

WITNESS \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

## Section-3

### Technical Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TP-1:	Technical Proposal Submission Form.....	32
Form TP-2:	Consultant's Organization and Experience.....	33
	A - Consultant's Organization.....	33
	B - Consultant's Experience.....	34
Form TP-3:	Comments and Suggestions on the Terms of Reference and Facilities to be Provided by the CPCB.....	35
	A - On the Terms of Reference.....	35
	B - On Counterpart Staff Data and Facilities.....	36
Form TP-4	Description of Approach, Methodology and Work Plan for Performing the Assignment.....	37
Form TP-5:	Team Composition and Task Assignments.....	38
Form TP-6:	Curriculum Vitae (CV) for Proposed Professional Staff.....	39
Form TP-7a:	Staffing Schedule (Phase-I).....	41
Form TP-7b:	Staffing Schedule (Phase-II).....	42
Form TP-8:	Time Line of Activities.....	43

## Form TP-1: Technical Proposal Submission Form

[Location, Date]

To:

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

Dear Sir:

We, the undersigned, offer to provide the consultancy services for remediation of [Name of assignment as specified at 1.2 of Data Sheet] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal through e-tender system. Bid Document Fee and Earnest Money in original must be submitted physically within the due date & time and to be dropped in the Box to be kept in the ground floor, at 'Parivesh Bhawan' CBD Cum Office, East Arjun Nagar, Delhi -110 032 marked as '**Preparation of Detailed Project Reports (DPRs) for Remediation of contaminated areas**' before bid closing date.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification at any stage.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.5 of the Data Sheet, we undertake to negotiate and our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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<sup>2</sup> [Delete in case no association is foreseen.]



## **Form TP-2: Consultant's Organization and Experience**

### **A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

### **B - Consultant's Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]*

Assignment name:	Approx. value of the contract (in current Rs. Or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Rupees Or current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

## **Form TP-3: Comments and Suggestions on the Terms of Reference and Facilities to be provided by the CPCB**

### **A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**B - On Counterpart Staff, Data and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the CPCB according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

## **Form TP-4: Description of Approach, Methodology and Work Plan for Performing the Assignment**

*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of flow charts and diagrams) divided into the following four chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan,*
- c) Organization and Staffing,*
- d) Minimum number of investigations/tests/sampling*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim reviews/approvals by the CPCB), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TP-8.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

*d) Minimum number of investigations/tests/sampling: The number of investigation/samplings/tests varies largely from site to site depending on extent of contamination, type of contaminants, area and number of receptor indicators. However, depending upon the preliminary information available about the site, the consultants should specify the scope and minimum number of investigation/samplings/tests they would propose to undertake for of surface & sub-soils, recipient water bodies, sediments, test wells, hydro geological investigations, etc.*

**Form TP-5: Team Composition and Task Assignments**

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

## Form TP-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

6. **Membership of Professional Associations**: \_\_\_\_\_

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. In case CPCB's project under consideration i.e. "Detailed Project Report and Providing Consultancy Services for Remediation of chromium contaminated area at Sundergarh, Odisha" is awarded, I shall be available to perform the tasks listed at Sl. No 11 of TP-6 for the proposed position at Sl. No 1 (of TP-6).

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_





### FormTP-7a: Staffing Schedule (Phase-I) <sup>1</sup>

No.	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	Office	Field <sup>3</sup>	Total	
<b>Foreign/Local</b>																	
1		[Office]															
		[Field]															
2																	
3																	
4																	
5																	
6																	
7																	
8																	
n																	
										<b>Subtotal</b>							
										<b>Total</b>							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for office and field work.

3 Field work means work carried out at a place other than the Consultant's office.

-  Full time input
-  Part time input



### FormTP-7b: Staffing Schedule (Phase-II) <sup>1</sup>

No.	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input				
		16	17	18	19	20	21	22	23	..	..	..	..	n	Office	Field <sup>3</sup>	Total	
<b>Foreign / Local</b>																		
1		[Office]																
		[Field]																
2																		
3																		
4																		
5																		
6																		
7																		
8																		
n																		
														<b>Subtotal</b>				
														<b>Total</b>				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.) minimum of 120 man-days should be put in at field by Team leader or other key experts.

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for office and field work.

3 Field work means work carried out at a place other than the Consultant's office.

 Full time input  
 Part time input

### FormTP-8: Time-Line of Activities

N <sup>o</sup>	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as CPCB approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.  
 2 Duration of activities shall be indicated in the form of a bar chart.

## **Section-4- Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 4 of the Letter of Invitation.

Form FP-1:	Financial Proposal Submission Form.....	45
Form FP-2:	Summary of Costs.....	46
Form FP-3:	Breakdown of Costs by Activity.....	47

## Form FP-1: Financial Proposal Submission Form

[Location, Date]

To:

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

Dear Sir:

We, the undersigned, offer to provide the consulting services for consultancy services for [Name of the assignment as given at 1.2 DATA SHEET] in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local indirect taxes, service tax and duties payable as per Special Conditions of Contract Clause 1.8 and is shown in the summary separately

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FP-2.

### Form FP-2: Summary of Costs

Item	Costs
	In Indian Rupees
Total Costs of Financial Proposal <sup>1</sup>	
Local Indirect Taxes and Duties as defined in clause 1.8 of SCC [excluding service tax]	
Service tax payable in India as defined in Clause 1.8 of SCC	
Amount of financial Proposal including taxes	

1 Indicate the total costs, net of local taxes, to be paid by the CPCB in INR. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FP-3 provided with the Proposal.

### Form FP-3: Breakdown of Costs by Activity<sup>1</sup>

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>		
<i>Project Cost break-up</i>	<i>Costs[In INR]</i>		
	<i>Remuneration</i>	<i>Reimbursable Expenses</i>	<i>Total</i>
<b>Phase-I</b>			
a) Report on Detailed site investigation and characterization, Report on Risk Assessment ( Step 1 & 2 as per ToR)			
b) Report on Identification of remediation goals/objectives and preparation of Remediation plans, Report on Design of remediation plan and submission of DPR along with technical document with detailed specification and Report on Preparation of bid documents and bid process ( Step 3 to 5 as per ToR)			
Local Indirect Taxes and Duties as defined in clause 1.8 of SCC in any [excluding service tax]			
Service tax payable in India as defined in Clause 1.8 of SCC			
<b>Phase-II</b>			
a) Monitoring and assessment of actual Remediation works ( Step 6 as per ToR)			
b) Validation of Remediation works ( Step 7 as per ToR)			
Local Indirect Taxes and Duties as defined in clause 1.8 of SCC in any [excluding service tax]			
Service tax payable in India as defined in Clause 1.8 of SCC			

1 Form FP-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FP-3 for each group of activities. The sum of the relevant Subtotals of all Forms FP-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FP-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TP-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

## **Section-5- Terms of Reference**

### **Preparation of Detailed Project Report and Providing Consultancy Services for Remediation of Chromium contaminated areas at Sundergarh, Odisha**

#### **5.1 Background**

The Central Pollution Control Board (CPCB) an autonomous agency under Ministry of Environment, Forest & Climate Change (MoEF&CC), Government of India is the implementing agency for the project for remediation of 10 priority contaminated areas (having multiple sites) spread across 6 States in the country which pose risks to human health and the environment. The project is designed to provide a detailed site investigation, design of appropriate engineering solutions for remediation and implementation of the remediation of contaminated areas. This project is envisaged in two phases i.e. preparation of detailed project report (DPR) for remediation of each contaminated area in the first phase and subsequently undertaking environmentally sound remediation of these sites in the second phase of the project.

There are several contaminated sites in various parts of India where hazardous wastes was dumped by several industrial units during their industrial operations, which resulted in contamination of soil and ground/surface water thereby posing health and environmental risks. These contaminated dump sites need to be remediated on priority and restored in an environmentally sound manner through appropriate remediation technologies and safeguard human health and environment. These sites may also have been created in the past when there is no effective regulation in the country or due to illegal and clandestine ways of dumping and disposal of industrial waste. In some instances, industries responsible for contamination have been either closed down or the cost of remediation is beyond the capacity of the polluter, thus the sites remains a threat to the environment and pose health risk to the people living in receptor area.

Though there may be several contaminated areas, the priority areas have been selected only from the sites identified by State Pollution Control Boards. The sites selected for remediation are prioritized based on hazardous constituents identified in preliminary site investigation studies on each sites carried out by respective State Pollution Control Boards. Remediation of the sites will minimize the environment and health risks by containing the migration of the chemicals and pollutants or their treatment/removal from contaminated soil and groundwater to acceptable and safe levels. This project shall derive best practicable remediation solutions by adopting a cost effective sustainable remediation option.

The strategies and approaches for rehabilitation and remediation are expected to vary from site to site, depending on the nature and characteristics of the pollutants, the extent of damage to soil and groundwater, proposed future land use, reduction of risk, etc. The scope of implementing the project is described in Steps 1 to 7 in this ToR.

#### **5.2 Chromium contaminated areas in Sundergarh, Odisha**

In Rourkela, District Sundergarh, there are 4 or more scattered contaminated areas primarily due to indiscriminate dumping of hazardous wastes by industries in around Kalunga Industrial area. These sites are reportedly contaminated with chromium due to disposal of chrome bearing leach residue by chrome salt manufacturing units in the vicinity.

Earlier findings indicate that 3 chrome salt manufacturing units engaged in manufacturing of Sodium Dichromate, Potassium Dichromate & Sodium Sulfate are allegedly responsible for



existence of chromium contaminated areas. These units were in operation between 1993 – 2002. At least one unit is still in operation in Kalunga industrial area.

So far 4 sites are discretely identified as contaminated areas in that area, however the studies may reveal other isolated dumps and other contaminants as well, which shall also be taken into consideration for the studies and remediation.

- i) Site RKL-I, site existing inside/adjacent to the premises of M/s Lotus Chrome Chemicals
- ii) Site RKL-II, Open land adjacent to a school near Village Bihadi has been used reportedly for dumping of chrome bearing waste and other industrial wastes. The filled up contaminated land is reportedly used as playground for children of primary government school.
- iii) Site RKL-III, site existing in a low lying area in Kalunga Industrial State
- iv) Site RKL-IV existing inside/adjacent to the premises of M/s Siddhartha Chemicals.

Preliminary assessment of above sites indicate that waste existing at Site RKL – I is approx. 1000 m<sup>3</sup> (i.e. approx. 1500 MT), about 10,000 m<sup>3</sup> at Site RKL – II, 7500 m<sup>3</sup> at Site RKL – III and 11000 m<sup>3</sup> at Site RKL – IV. However, these estimates are based on old studies.

### 5.3 Objective

The objective of this project is envisaged in two phases, i.e. preparation of detailed project report (DPR) followed by providing consultancy services for environmentally sound remediation of 4 or more isolated contaminated areas in and around the Kalunga industrial area, Sundergarh, Rourkela. In Phase-I, a detailed project report based on assessment studies and a technical bidding document with specifications for the approved remediation option should be prepared and in Phase-II, the consultant should assess and monitor the remediation works so as to ensure that works are done as per the technical specifications and standards set for remediation. The objectives are to be achieved in following steps;

#### Phase-I

- (i) To assess the levels and nature of contaminants in surface/sub-surface, groundwater and soils in and around the contaminated site;
- (ii) Conduct detailed reassessment studies;
- (iii) Prepare detailed project report along with technical and engineering designs for remediation /rehabilitation plans;

#### Phase-II

- (iv) Monitoring and assessment during remediation works; and
- (v) Validation of remediation works and preparation of post-remediation monitoring plan.

The aforesaid project for remediation of contaminated areas results in a direct economic benefit in re-discovering contaminated land in terms of real estate price stabilization (Increase supply of saleable/leasable land). Although in some cases, the proposed project may not necessarily bring direct economic benefits; it will generate long term environmental and social benefits. These benefits will be mainly associated with a reduction in air, water and soil pollution and hence an improvement in human health and the environment.

## 5.4 Scope of Work

### 5.4.1 Phase-I works

To prepare a detailed project report for 4 or more identified contaminated areas in and around Kalunga industrial area, Rourkela in phase-I, which includes identification & assessment of contaminants, delineating the each contaminated area, and areas needing remediation as discussed and agreed with CPCB, detailed site investigation & characterization, risk assessment studies, selection of remediation criteria, outlining remediation options, preparation of detailed technical document with specifications for the selected remediation option in steps 1 to 5 as specified below;

**Step 1. Detailed site investigation and characterization** of 4 or more isolated contaminated areas in Sundergarh, Rourkela, Odisha including the adjoining areas through field visits, visual site inspections, review of existing documents, maps and literature and carry out the following activities

- 1) Current sources of hazardous waste generation contributing to the pollution of the site and disposal practices in the influence area.
- 2) Collection of history/background information of the contaminated site
- 3) Basic features of the site i.e. collection of available information on the site like site maps (topographical, geological), hydro-geological information, information from local authorities, information on the type of polluting-sources, storage and disposal of raw materials, by-products and wastes at site.
- 4) Study of previous site investigation reports
- 5) Site photographs and Nature, location, type & characteristics of the site
- 6) Identification of previous and current land use pattern of the site
- 7) Discussion with local people and other informed people, district administration, municipal and regulatory authorities, NGOs, etc.
- 8) Identification of parameters causing immediate threat to the ecology and environment.
- 9) Selection of the available observation wells (Bore Well) in the watershed covering the site, for monitoring water level and quality monitoring at appropriate locations.
- 10) Description of area with respect to existing land use, potential areas of environmental/ecological risk, demographic profile, social economic and environmental conditions of the people in receptor areas, flora and fauna etc.
- 11) Preparation of groundwater level contour maps w.r.t. msl; ascertaining groundwater flow direction.
- 12) Collection of preliminary samples and analysis of soil, sub-soil, sediment, surface water, groundwater for comprehensive analysis of major ions and heavy metals, organic constituents, pesticides and other relevant parameters related to the contaminated site as per national / international accredited testing procedures.
- 13) The total number of samples of all matrix will be as per the minimum sampling requirement as specified below;

Minimum Sampling and Lab Analysis

	<b>Comprehensive analysis (brownfields analysis suit)</b>	<b>STLC</b>	<b>Analysis of Chemicals of Concern</b>	<b>Geochemical parameters &amp; Metals</b>
Background soil	1	-	2	2
Groundwater	8	-	30	5
Soil	8	-	30	5
Sediment	2	2	9	2
Waste	4	4	12	0

Surface water	2	-	4	2
<b>Total</b>	<b>25</b>	<b>6</b>	<b>87</b>	<b>16</b>

**Note:**

- (i) *No. of Monitoring Wells to be constructed: 12*
  - (ii) *One set of monitoring should be conducted in post monsoon period (during DPR stage of project period)*
  - (iii) *Expected number of field screening sample analysis in water, soil and waste matrices shall be 3, 5 and 7 times the number of samples for lab analysis respectively;*
  - (iv) *The number samples for lab analysis may be split for on-site and off-site as per site requirement keeping the restricting the total number.*
  - (v) *Additional samples to be collected may exceed by 10% as per the site requirement as per the discretion of CPCB.*
  - (vi) *Comprehensive Analysis Suite –Brown fields suite of analysis comprising of Geo-Chemical parameter (inorganic) / General parameters / Halogens / VOCs / SVOCs/ Pesticides /Metals /Petroleum Hydro Carbons (between C6 – C36) / GROs / DROs / PCBs*
  - (vii) *List of parameters for Geo-chemicals analysis – moisture (in case of soil and waste), pH, Colour, COD, Sulphates, Hardness, Phosphates, Chlorides, Nitrates, Total Iron, and Conductivity – as applicable for water/soil/wastes matrices.*
  - (viii) *VOCs suite - USEPA 8260 list and unknown scan*
  - (ix) *SVOCs suite – USEPA 8270 list and unknown scan*
  - (x) *Petroleum Hydrocarbons – USEPA 8015B using GC-FID*
  - (xi) *Metals 13 metals suite – USEPA 200.7 (Arsenic, barium, Chromium-III & Chromium-VI, Manganese, Lead, Cobalt, Mercury, Copper, Nickel, Molybdenum, Vanadium, Zinc, Beryllium, Cadmium) – in case of water matrix, filtered and un-filtered analysis shall be reported.*
  - (xii) *Pesticides suite –USEPA 8270, pesticides and herbicides by GS-MS*
  - (xiii) *CoC suite – The results shall be used for deciding on Chemical of Concern (CoC) and parameters for detailed investigation studies. The number of COCs for analysis for this contaminated area may take be 2 -3 parameters.*
  - (xiv) *The parameters shall be analyzed as per the standard methods published by CPCB or USEPA methods or Internationally recognized methods of sampling and analysis. The laboratories engaged shall be NABL accredited and EPA recognized in the country for the specified parameters or any international lab having recognized quality certification, such as ISO-17025 for the specified parameters.*
  - (xv) *Laboratory and field duplicate samples (in 1 out of 15 samples) of soil and groundwater should be collected and deviations should be indicated in terms of Relative Percent Difference (RPD).*
- 14) Identification of Benchmark /Background samples.
  - 15) Use of rapid assessment tools / methods (for Field screening & Laboratory analysis)
  - 16) Outlining the extent of contaminant plume through surfer maps.
  - 17) Development of conceptual site plan/model. The conceptual site plan comprises three elements (i) Potential sources of contamination, (ii) Potential receptors that may be harmed and (iii) Potential pathways linking the two
  - 18) Drilling of sampling bore-holes in and around the contaminated areas identified.
  - 19) Water quality assessment, geo-chemical analysis - analysis of criteria pollutants, specification of heavy metals, isotopic signatures, etc.
  - 20) Collect data on Geological, hydrogeological and hydrological features of the contaminated site - if required necessary geotechnical studies shall be carried

- 21) Groundwater flow processes & contaminant transport processes to visualize the contaminant plume in groundwater.
- 22) Clearly delineate the boundaries, longitudinal and cross section of the contaminated site through topographic and other engineering surveys and prepare a base map of the project site.
- 23) Development of groundwater flow, surface water flow and mass transport models.
- 24) Estimate the quantity of contaminants and their concentrations including secondary pollutants.
- 25) The expected approach for detailed site investigations of 4 or more scattered contaminates sites at Sundergarh, Rourkela, Orissa
  - i. The area of investigation should be identified considering the main pathways, air and water transport of contaminates.
  - ii. Prior to any drilling or sampling work, a detailed map showing the site and its surroundings is required to document sampling points, findings and later the concentrations of contaminants. If such a map is not available, it should be generated based on a survey of the area.
  - iii. All locations where waste was dumped shall be clearly identified. Available wells in the surroundings should be identified and tested for identified pollutant. The depth of the wells should be recorded and surveyed against mean sea level (msl).
  - iv. Drilling of test wells is necessary if existing wells are not appropriately placed or designed to gain consistent results.
  - v. The depth of the bore wells should depend on the geological and hydro-geological conditions. If these conditions are unknown, a test bore for geological logging needs to be installed. If results of the drilling reveal the presence of two aquifers, wells should not penetrate impermeable layer in-between. The filter sections of the wells should all be in same depth considering the geological conditions.
  - vi. Background samples should be taken from up-gradient wells. The groundwater flow directions shall be determined based on the water level measurements in the wells.
  - vii. Surface water and sediment samples shall be collected from all identified surface water bodies. Composite samples are not recommended. Groundwater monitoring along the down gradient should be carried out as per requirement.
  - viii. Soil (surface/sub-surface) sampling shall be carried out in a grid pattern. The depth of sampling bore-holes shall be flexibly adapted to the extent of contamination (findings). According to the findings, the grid spaces can be reduced.
  - ix. Prepare a detailed sampling and analysis Protocol supported with a map providing the locations of the proposed sampling points, type of samples (surface water/groundwater/soil/contaminated soil/ waste/ash from surface/sub-surface, etc.), indicating the number of samples and the parameter for analysis for detailed site investigations studies.
  - x. Intrusive investigation should include the soil underneath and surrounding the waste in order to identify the depth and extent of contamination. Additional waste samples or samples from obvious contaminated soil/materials are not necessary.
  - xi. If there is any potential source of contamination from any other industry premises and old landfills of waste, sampling should be carried out to ascertain the pathways and potential impacts.

- xii. Soil / contaminated soil / ash samples collected should be tested for total concentration expressed in mg/kg. The selected samples (in consultation with CPCB) should be tested for leachable concentration in mg/L in Soluble Threshold Limit Concentration (STLC), for which Waste Extraction Test (WET) Procedure given in Appendix II of section 66261 of Title 22 of California Code regulation (CCR) shall be used.
- xiii. Evaluation of the results should be carried out in order to identify potential sources pathways and receptors.

***Step 2. Risk Assessment***

- 1) Socio - economic and environmental assessment of the contaminated area.
- 2) Assess the potential environmental/ecological/health impacts on soil, groundwater, surface water bodies, population, flora and fauna, if any.
- 3) Pathways of contaminant transport, fate of the contaminant and exposure.
- 4) Assessment of toxicity, bioavailability, biodegradability and mobility of contaminants.
- 5) Identification of significant receptors and establishing trigger values.
- 6) Use suitable risk assessment model.
- 7) Interaction with local groups. Reporting of meetings/opinions.
- 8) Quantify the contaminated soil in terms of area and volume/weight based on Tier-II screening values (SSTLs).

***Step 3. Identification of remediation goals/objectives and preparation of Remediation plans***

- 1) Identification of remediation goals/objectives.
- 2) Identify list of pre-requisite actions to be taken by stakeholders (including residents in pact area) before start of remediation works and after completion of remediation
- 3) List and evaluate best options for remediation of the contaminated site including (soil, surface water, groundwater, etc.) based on economic feasibility, complexity, technology transfer from the international suppliers / agencies, effectiveness, execution aspects, previous performance, safety, locally available skills, etc.
- 4) Assess the environmental and social impacts of remediation options, based on detailed field surveys and investigations.
- 5) Recommend at least 3 site specific remedial options and appropriate implementation strategies, considering the future land use and target contaminant concentrations. The options should be recommended based on (i) health and environmental risks due to the contamination, (ii) compliance with the standards based on techno-economic feasibility (iii) performance based approach that is based on verifiable success in similar situations. Necessary lab-scale tests should be performed in support of the selected remediation option.
- 6) The implementation strategy should consider options such as technology neutral performance or conventional turnkey or Engineer-Procure-Construct (EPC) contracts. For each of the identified strategy, the consultant will analyze engineering, environmental and contractual requirements.

***Step 4. Design of remediation plan and submission of DPR along with technical document with detailed specification***

Submission of detailed project report (DPR) along with remediation plan for the approved remediation option, comprising detailed designs, engineering drawings, cost estimates and implementation schedule

***Step 5. Preparation of bid documents and bid process Management***

Based on the approved, implementation strategy, the consultant will assist CPCB in preparation of necessary bid documents (RFP / tender documents, etc.).

**5.4.2 Phase-II Work**

In Phase-II, the consultants have to monitor and assess the remediation works being implemented by another contractor or an agency so as to ensure that remediation works are implemented as per the technical specifications and standards proposed for remediation followed by verification of remediation works and submission of post remediation monitoring plan, in Steps 6&7 respectively.

***Step 6. Monitoring and assessment of actual Remediation works***

After award of remediation work, the consultant shall monitor and assess the implementation of the remediation works to ensure that all the activities are being carried out as per approved design and agreed terms and also provide technical advice on the quality of work. Duration of such assessment and monitoring will depend on type of remediation work.

During assessment and monitoring, the consultant shall (i) ensure that all the activities agreed as part of the contract complied with the technical standards (ii) monitoring the progress of work in accordance with QC/QA and (iii) conduct random investigations/sampling/tests to verify the implementation works.

The Consultant shall provide the details of staff & deployment schedule to accomplish the task.

***Step 7. Validation of Remediation works***

The consultant on completion of the remedial plan will carry out a confirmatory sampling, to demonstrate that the contamination has been removed or stabilized effectively and the remediation objectives have been achieved.

The consultant shall recommend a long term monitoring plan for post remediated site and suggest key environmental attributes for such activity.

**5.5. Finalization of Remediation Plan**

The consultant is required to submit a menu of remediation options for each site along with SWOT analysis and shall be presented before Technical Expert Committee (TEC) constituted by CPCB. Detailed engineering design shall be prepared only for the remediation option approved by TEC and Project Steering Committee (PSC).

The final remediation plan should provide detailed remediation options with complete engineering solution that can be implementable in the country for the particular contaminant under investigation.

The report is subjected to more detailed review as and when appropriate, to allow decisions to be made on the interventions and possible remediation goals.

The consultant shall work in association with project team of CPCB& SPCB and report its progress of work regularly to the CPCB & SPCB.

### 5.6. Data Services and facilities to be provided by CPCB

If desired by the consultant towards executing of above referred services, CPCB/SPCB shall provide

- Relevant reports available with CPCB/SPCBs
- Write letter to relevant agencies for making relevant reports and data available to the consultant, however to get the necessary data and reports would be sole responsibility of the consultant.
- All deliverables shall be provided by the consultant in color hardcopy (6 copies) and in electronic form.

### 5.7. Final outputs (i.e. Reports, Drawing, etc.) that will be required of the consultant Delivery Schedules.

Activities/Deliverables	Time in Months													
	Phase-I												Phase-II	
	1	2	3	4	5	6	7	8	9	10	11	12	13-30	31-36
Detailed site investigation and characterization (Step 1)	■	■	■											
Risk Assessment (Step 2)				■	■									
Identification of remediation goals/objectives and preparation of Remediation plans (Step 3)						■	■	■						
Design of remediation plan and submission of DPR along with technical document with detailed specification (Step 4)							■	■	■					
Preparation of bid documents and bid process Management (Step 5)									■	■	■			
Monitoring and assessment of actual Remediation works (Step 6)												■		
Validation of Remediation works (Step 7)														■

- Consultant is required to plan his resources keeping in view the above time schedule.
- The consultant is required to present the findings of study to the Project Steering Committee members for their feedback as and when called upon by the committee.
- The approved final DPR shall be provided by the consultant in colour hardcopy (6 copies) and in electronic form.

### 5.8. Composition of Project Steering Committee (PSC) to Monitor Consultants Work

CPCB has constituted Project Steering Committee (PSC) having members drawn from CPCB, MoEF&CC and State Pollution Control Boards (SPCBs). CPCB also constituted a Technical Expert Committee (TEC) for suggesting remediation criteria and for recommending remediation options. The exact composition of both the committees would be intimated to the consultant after contract finalization.

## 5.9. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

The reports submitted by the consultant would be circulated among by CPCB to all the members of the Technical Expert Committee (TEC). The consultant would be required to make presentation of all the reports as per the delivery schedule sought to the above referred TEC or PSC constituted by CPCB and seek its comments/suggestions. The TEC or PSC recommendations shall be incorporated / implemented by the consultant and in case of disagreement the decision of the TEC or Chairperson of PSC shall be binding on both the parties.

## 5.10. Consultant Qualifications and Team

The Consultant team should reflect their range of experience and expertise and the list of key professional positions whose CV & experience will be evaluated is as under:

S. No.	Key Position	Qualifications	Professional Experience
1.	Team Leader	Post Graduate in Environmental / Civil/Chemical Engineering /Hydrogeology/Science or relevant discipline	Minimum 15 years experience, with excellent understanding of environmental issues in industrial waste management; strong track record in systems for remediation of contaminated lands; ability to balance technical, regulatory, financial and community requirements; knowledge of international best practice in contaminated areas clean up remediation techniques and application of cost effective methodologies.
2.	Remediation Expert	Post Graduate in Environmental / Civil/Chemical Engineering /Hydrogeology/Science or relevant discipline	At least 10 years experience in assessment and remediation of contaminated areas, including risk assessment, priority setting, management of hazardous wastes and characterization.
3.	Technical Project Co-coordinator	Post Graduate in Environmental / Civil/Chemical Engineering /Hydrogeology/Science or relevant discipline	At least 07 years experience in assessment and planning for remediation of contaminated areas and management of hazardous wastes.
4.	Engineering Design Expert (Remediation works)	Graduate/Post Graduate in Environmental / Civil/Chemical Engineering / relevant discipline	At least 07 years of experience in designing remediation works including. Experience in designing landfills, extraction wells, impermeable barriers, liners, capping etc.
5.	Social Development expert	Master Degree in Social Sciences / Sociology / Planning	At least 7 years experience in social development sector and social impacts



### 5.11. Terms of Payment

<b>Terms of Payment</b>	<b>Amount payable</b>
After signing of contract	10% of contract value of Phase-I works against bank guarantee for equal amount up to Step 2)
Report on Detailed site investigation and characterization and Report on Risk Assessment <b>(Step –1&amp; 2)</b>	40% of contract value of Phase-I works
Report on Identification of remediation goals/objectives and preparation of Remediation plans, Report on Design of remediation plan and submission of DPR along with technical document with detailed specification and Report on Preparation of bid documents and bid process Management <b>(Step–3 to 5)</b>	40% of contract value of Phase-I works
Monitoring and assessment of actual Remediation works <b>(Step - 6)</b>	60% of contract value of Phase-II works
Validation of Remediation works <b>(Step - 7)</b>	40%of contract value of Phase-II works + 10% of the contract value of Phase-I works

## **SECTION-6 - STANDARD FORMS OF CONTRACT**

# Consultants Services

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## **CONTRACT FOR**

### **Preparation of Detailed Project Report (DPR) and Providing Consultancy Services for Remediation of Chromium Contaminated area at Sundergarh, Odisha**

between

Central Pollution Control Board represented by  
Member Secretary, CPCB

and

---

[Name of the Consultant]

Dated: \_\_\_\_\_

## I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, *Central Pollution Control Board* (hereinafter called the “CPCB”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows:“...(hereinafter called the “CPCB”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the CPCB for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]*

### WHEREAS

- (a) The CPCB has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Consultant, having represented to the CPCB that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub-Consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the CPCB
    - Appendix G: Form of Advance Payment Guarantee
2. The mutual rights and obligations of the CPCB and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The CPCB shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Central Pollution Control Board*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[Name of member]*

---

*[Authorized Representative]*

*[Name of member]*

---

*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>(a) “Applicable Law” means the laws and any other instruments having the force of law in India as specified in the Special Conditions of Contract (SC).</li><li>(b) “CPCB” means the Central Pollution Control Board, an autonomous organization under Ministry of Environment, Forest &amp; Climate Change, Govt. of India, having office at Parivesh Bhawan, East Arjun Nagar, Near Karkardooma Court, Shahdara, Delhi – 110032.</li><li>(c) “Consultant” means any private or public entity that will provide the Services to the CPCB under the Contract.</li><li>(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.</li><li>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</li><li>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</li><li>(g) “Foreign Currency” means any currency other than Indian currency.</li><li>(h) “GC” mean these General Conditions of Contract.</li><li>(i) “Government” means the Government of India.</li><li>(j) “Local Currency” means the currency of India.</li><li>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</li><li>(l) “Party” means the CPCB or the Consultant, as the case may be, and “Parties” means both of them.</li><li>(m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.</li><li>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</li><li>(o) “Services” means the work to be performed by the Consultant</li></ul>
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	<p>pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(q) “In writing” means communicated in written form with proof of receipt.</p> <p>(r) “country” means India</p>
<b>1.2 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law in India.
<b>1.3 Language</b>	This Contract has been executed in the languages specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	
<b>1.4.1</b>	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
<b>1.4.2</b>	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations in the country, CPCB may approve.
<b>1.6 Authority of Member in Charge</b>	In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the CPCB under this Contract, including without limitation the receiving of instructions and payments from the CPCB.
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the CPCB or the Consultant may be taken or executed by the officials specified in the SC.

<p><b>1.8 Taxes and Duties</b></p>	<p>The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.</p>
<p><b>1.9 Fraud and Corruption</b></p>	<p>If the CPCB determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the CPCB may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).</p> <p>Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.</p>
<p><b>1.9.1 Definitions</b></p>	<p>For the purposes of this Sub-Clause (1.9), the terms set-forth below are defined as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (refers to the CPCB officials responsible selection process or contract execution and employees of other government/individual members taking or reviewing procurement decisions)</li> <li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (here the party refers to a CPCB/SPCB official/member nominated by CPCB; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.)</li> <li>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party (refers to participants in the selection process including State/Central Government officials attempting to establish bid prices at artificial, non-competitive levels);</li> <li>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (refers to a participant in the selection process or contract execution.);</li> <li>(v) “obstructive practice” is             <ul style="list-style-type: none"> <li>(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false</li> </ul> </li> </ul>

	<p>statements to investigators in order to materially impede investigation (by government appointed agencies) into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(b) Acts intended to materially impede the exercise of inspection and audit rights provided for under Clause 3.8.</p>
<b>1.9.2 Measures to be Taken</b>	<p>(vi) The administrative ministry in Government of India shall cancel the funds allocated to the contract if it determines at any time that the executing agencies were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,</p> <p>(vii) The administrative ministry in Government of India will impose sanction on Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract;</p>
<b>1.9.3 Commissions and Fees</b>	<p>The CPCB will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<b>2.1 Effectiveness of Contract</b>	<p>This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
<b>2.2 Commencement of Services</b>	<p>The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.</p>
<b>2.3 Expiration of Contract</b>	<p>Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.</p>
<b>2.4 Modifications or Variations</b>	<p>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>

<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<b>2.5.3 Extension of Time</b>	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
<b>2.5.4 Payments</b>	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
<b>2.6 Termination</b>	
<b>2.6.1 By the CPCB</b>	<p>The CPCB may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the CPCB shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).</p> <p>(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the CPCB may have subsequently approved in writing.</p> <p>(b) If the Consultant becomes insolvent or bankrupt.</p> <p>(c) If the Consultant, in the judgment of the CPCB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>

	<p>(e) If the CPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p>
<b>2.6.2 By the Consultant</b>	<p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the CPCB, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:</p> <p>(a) If the CPCB fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the CPCB fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
<b>2.6.3 Payment upon Termination</b>	<p>Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the CPCB shall make the following payments to the Consultant:</p> <p>(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.</p>

### 3. OBLIGATIONS OF THE CONSULTANT

<b>3.1 General</b>	
<b>3.1.1 Standard of Performance</b>	<p>The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices ordinarily exercised under similar circumstances by environmental consulting professionals, and shall observe sound management practices, and employ appropriate and up to date technologies and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the CPCB, and shall at all times support and safeguard the CPCB's legitimate interests in any dealings with Sub-Consultants or third Parties.</p>

<p><b>3.2 Conflict of Interests</b></p>	<p>The Consultant shall hold the CPCB’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests throughout the duration of this contract.</p>
<p><b>3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.</b></p>	<p>The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.</p>
<p><b>3.2.2 Consultant and Affiliates not to be otherwise interested in Project</b></p>	<p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.</p>
<p><b>3.2.3 Prohibition of Conflicting Activities</b></p>	<p>The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
<p><b>3.3 Confidentiality</b></p>	<p>Except with the prior written consent of the CPCB, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the data, findings and recommendations formulated in the course of, or as a result of, the Services. For the purposes of this Contract, ‘confidential information’ means any information or material that relates to the Services and is identified in writing by CPCB as being confidential. Nothing in this Contract prohibits disclosure of information which:</p> <p>(a) is in the public domain; or</p> <p>(b) is required to be disclosed by Applicable Law or any government or governmental body, authority or agency having authority over a Party.</p>
<p><b>3.4 Insurance to be Taken Out by the Consultant</b></p>	<p>The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions consistent with prudent risk management practice, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the CPCB’s request, shall provide evidence to the CPCB showing that such insurance has been taken out and maintained and that the</p>

	current premiums have been paid.
<b>3.5 Consultant's Actions Requiring CPCB's Prior Approval</b>	<p>The Consultant shall obtain the CPCB's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Appendix C, and</li> <li>(c) any other action that may be specified in the SC.</li> </ul>
<b>3.6 Reporting Obligations</b>	<ul style="list-style-type: none"> <li>(a) The Consultant shall submit to the CPCB the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</li> <li>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</li> </ul>
<b>3.7 Documents Prepared by the Consultant to be the Property of the CPCB</b>	<ul style="list-style-type: none"> <li>(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the CPCB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the CPCB, together with a detailed inventory thereof.</li> <li>(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any as specified in the SC.</li> </ul>
<b>3.8 Accounting, Inspection and Auditing</b>	<p>3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>3.8.2 The Consultant shall permit, and shall cause its Sub-consultants if necessary to permit, the auditors or officials of vigilance department deputed by State/Central Government agencies to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by such auditors or official of vigilance department deputed by State/Central Government agencies. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of inspection and audit by government / government appointed agencies and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination. Nothing in the Contract allows CPCB to audit the Consultant's trade secrets and proprietary information.</p>

#### 4. CONSULTANT'S PERSONNEL

<b>4.1 Description of Personnel</b>	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the CPCB.
<b>4.2 Removal and/or Replacement of Personnel</b>	<p>(a) Except as the CPCB may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, resignation from employment among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications and experiences acceptable to CPCB.</p> <p>(b) If the CPCB finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the CPCB's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the CPCB.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

#### 5. OBLIGATIONS OF THE CPCB

<b>5.1 Assistance and Exemptions</b>	The CPCB shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the SC.
<b>5.2 Change in the Applicable Law Related to Taxes and Duties</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties.
<b>5.3 Services and Facilities</b>	The CPCB shall make available free of charge to the Consultant the Services and Facilities listed under Appendix E.
<b>5.4 Access and Information</b>	The CPCB in coordination with the local/state government and SPCB shall provide reasonable assistance required by the Consultant in connection with the Services, including any assistance specified in



	<p>the Consultant’s proposal for the Services. In particular:</p> <p>(a) reasonable access to and egress from the project site by the Consultant and its subcontractors and their respective personnel and equipment;</p> <p>(b) all information related to the project in the CPCB and SPCB’s possession, custody or control reasonably required by the Consultant.”</p>
<b>5.5 Timelines</b>	<p>(a) Both parties agree to provide timely communication, response, feedback and comments to the other party, as may be required from time to time for efficient and timely delivery of project activities. Such communication, response, feedback or comments are generally expected from both parties within a maximum period of 15 calendar days from the date of receipt of a written request in respect of the same.</p> <p>(b) The CPCB shall respond to requests for other services and facilities in a timely manner to prevent undue delays.”</p>

## 6. PAYMENTS TO THE CONSULTANT

<b>6.1 Lump-Sum Payment</b>	The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated if the Parties have agreed to additional payments in accordance with Clause 2.4.
<b>6.2 Payment for Additional Services</b>	For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.
<b>6.3 Terms and Conditions of Payment</b>	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the CPCB shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the CPCB specifying the amount due.
<b>6.4 Delayed Payments</b>	If CPCB has delayed payments beyond sixty (60)days after the due date stated in the Clause SC 6.5 after satisfactory completion of works, the matter can be brought to the notice of Chairman, CPCB as stated in the SC.

## 7. GOOD FAITH

<b>7.1 Good Faith</b>	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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## 8. SETTLEMENT OF DISPUTES

<b>8.1 Amicable Settlement</b>	The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>8.2 Dispute Resolution</b>	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## 9. LIMITATION OF LIABILITY

<b>9.1 Consequential Loss</b>	The Consultant will not in any circumstances be liable for any Consequential Loss to a third party arising from the findings of the Consultants work.
<b>9.2 Limit of liability</b>	The liability of Consultant is limited to twice the amount of the contract value.
<b>9.3 Pre-existing site conditions</b>	The CPCB agrees that the Consultant shall not be liable for the creation or existence of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof or the breach of any law or regulation relating thereto, existing at the project site prior to commencement of the performance of Services.
<b>9.4 Remediation cost estimates</b>	<p>As the Services include:</p> <ul style="list-style-type: none"> <li>(a) estimating the cost or potential cost of remediation;</li> <li>(b) estimating the cost of compliance; or</li> <li>(c) assessing the type, concentration, nature or quantity of any substance, waste or condition at, on or in a site or structure,</li> </ul> <p>based on information provided by the CPCB or a third party or on representative sampling or inspection of any site or structure conducted by the Consultant, the Consultant will prepare such</p>

	estimate or assessment without guarantee, based upon its experience and, in some instances, the application of a method for estimating or assessing conditions based on representative or random sampling or inspection.
<b>9.5 Waste</b>	In the course of providing services, if the Consultant requires to take permission for handling of contaminated soils and treatment/disposal of groundwater, if required, may take necessary permissions from SPCB. CPCB shall facilitate for seeking such permissions.

## **10. RELIANCE**

10.1 Third Party Reliance	Nothing in the Contract will be deemed to create rights in favour of any third parties, including the right of any third party to rely on the Services or the deliverables resulting from the Services, whether under statute, common law or otherwise, unless the CPCB and the Consultant grants their written consent to the contrary.

### III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language/s is <i>English</i>
1.4	<p>The addresses are:</p> <p>Client: <i>Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar Shahdara, Delhi 110032</i></p> <p>Attention: <i>Member Secretary, CPCB</i></p> <p>Facsimile: <i>011-22307078</i></p> <p>E-mail: <a href="mailto:hwmd.cpcb@nic.in">hwmd.cpcb@nic.in</a></p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

<b>{1.6}</b>	{The Member in Charge is <i>[insert name of member]</i> }
<b>1.7</b>	<p>The Authorized Representatives are:</p> <p>For the CPCB: 1. Member Secretary, CPCB, Delhi  2. In-charge, Hazardous Waste Management Division, CPCB, Delhi  3. Zonal Officer (East), CPCB, Kolkata</p> <p>For the SPCB: 1. Member Secretary, Odisha State Pollution Control Board  2. Dealing Officer at the Head office, Odisha SPCB</p> <p>For the Consultant: _____</p>
<b>1.8</b> <b>1.8.1</b>	<p><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws in India during life of this contract and the CPCB shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p><b>1.8.2</b> For foreign Consultancy firms, The CPCB shall reimburse the Consultant, the Sub-Consultants and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in India, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made by the CPCB directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the CPCB and which is treated as property of the CPCB;</p> <p>(d) any property brought into the country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for</p>

	<p>their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the country, provided that:</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government of India for importing property into the country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in India upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the CPCB if they were paid by the CPCB at the time the property in question was brought into the country.</p>
<b>1.8.3</b>	<p>a) The CPCB shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India &amp; shall provide the registration Number to the CPCB.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
<b>2.2</b>	<p>The date for the commencement of Services is <i>within one month from the date of negotiations</i></p>
<b>2.3</b>	<p>The time period shall be <i>36months</i></p>
<b>3.4</b>	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of Indian <i>Rupees One Lakh per vehicle</i>.</p> <p>(b) Third Party liability insurance, with a minimum coverage of Indian <i>Rupees Five Lakh per person</i></p> <p>(c) professional liability insurance, with a minimum coverage of <i>twice the contract amount</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law in the country, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by</p>

	the Consultant in the performance of the Services.
<b>3.7 (b)</b>	The Consultant shall not use documents and software for purposes unrelated to this Contract without the prior written approval of the CPCB
<b>5.1</b>	Facilities/Support to be provided by CPCB; 1. Relevant data and reports available with SPCB, CPCB and Ministry of Environment, Forest & Climate Change, Govt. of India 2. Facilitate correspondence with relevant agencies; however, it will be the sole responsibility of the consultant to get the necessary data and reports.
<b>6.2(a)</b>	The amount in foreign currency is <i>Not applicable</i>
<b>6.2(b)</b>	The amount in local currency is <i>Indian Rupee</i>
<b>6.4</b>	On satisfactory completion of works specified at each step, payments shall be made according to the following schedule; <p><b>10% of contract value of Phase-I works</b> against bank guarantee for equal amount to be paid as advance payment after signing of contract with validity period till completion of Step 2.</p> <p><b>40% of contract value of Phase-I works</b> - on completion of Report (i) “Detailed site investigation and characterization”, and (ii) “Risk Assessment” (Step - 1&amp; 2 as specified in ToR at 5.4.1 of Section 5).</p> <p><b>40% of contract value of Phase-I works</b> – on completion of Reports (iii) “Identification of remediation goals/objectives &amp; preparation of Remediation plans”, (iv) “Design of remediation plan &amp; submission of DPR along with technical document with detailed specification”, and (v) “Preparation of bid documents and bid process Management” (Step - 3&amp;5 of ToR at section 5.4.1)</p> <p><b>60% of contract value of Phase-II works-</b> On completing monitoring and assessment of actual Remediation works (Step –6 of ToR at section 5.4.2).</p> <p><b>40% of contract value of Phase-II works+ 10% of contract value of Phase-I works–</b> On Validation of Remediation works (Step –7 of ToR at section 5.4.2)</p>
<b>6.5</b>	Payment shall be made within 60 days of the receipt of the invoice and the relevant documents specified in SC clause 6.4 to the satisfaction of CPCB for regular payment, and within 75 days in the case of the final payment.  In case of delay beyond above period consultant may lodge formal complaint to the Chairman, CPCB.
<b>8.2</b>	Disputes shall be settled by arbitration in accordance with the following provisions:

	<p><b>Dispute Settlement</b></p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>the Chairman, Central Pollution Control Board</b> for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <b>the Secretary, Ministry of Environment, Forest &amp; Climate Change</b>, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the CPCB and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause 8.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>(d) Cost of arbitration shall be borne by the party invoking the arbitration. This contract is subject to the jurisdiction of Delhi Court</p>
8.3	<p><b>Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996 of India.</p>



	<p>8.4 <b>Substitute Arbitrators</b></p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>8.5 <b>Qualifications of Arbitrators</b></p> <p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 (ii) hereof shall be a recognized legal or technical expert with experience in relation to the matter in dispute.</p> <p>8.6 <b>Miscellaneous</b></p> <p>In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in English.</li><li>(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## IV. Appendices

### APPENDIX A – DESCRIPTION OF SERVICES

***Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by CPCB, etc.*

## **APPENDIX B - REPORTING REQUIREMENTS**

***Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.*

### **APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS**

*Note: List under:*

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in India, and estimated staff-months for each.*
- C-2 Titles [and names, if already available], detailed job descriptions and minimum qualifications of technical support staff*
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2*
- C-4 Same information as C-1 for Key local Personnel*

#### **APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN INDIAN RUPEES (INR)**

*Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price exclusively be used for determining remuneration for additional services. Format PF-4 / FP-5 given Section-4 may be used*

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenses.*

**APPENDIX E - SERVICES AND FACILITIES TO BE PROVIDED BY THE CPCB**

1. Relevant data and reports available with CPCB, SPCBs and MOEF&CC.
2. Facilitate correspondence with relevant agencies; however, it will be the sole responsibility of the consultancy firm to get the necessary data and reports.

**APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE**  
**Bank Guarantee for Advance Payment**

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of CPCB]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [Reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce (ICC) Publication No. 458.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."