

E-TENDER DOCUMENT

For

**“PREPARATION OF BEST AVAILABLE
TECHNIQUES REFERENCE/ COMPREHENSIVE
INDUSTRY DOCUMENT (BREF / COINDS
DOCUMENT) AND ENVIRONMENTAL
PERMIT/STANDARDS FOR TEXTILE INDUSTRY
SECTOR”**



**Central Pollution Control Board
'Parivesh Bhawan', East Arjun Nagar
Delhi – 110 032**



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

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LETTER OF INVITATION (LOI)

1.0 The Member Secretary Central Pollution Control Board (CPCB), invites online tenders in two bid system (technical and financial) through e-submission of competitive bids from the experienced and eligible organizations/Institutions/firms for execution through engagement on MoU/Agreement basis for the following works: -

Name of Work: - Project on “PREPARATION OF BEST AVAILABLE TECHNIQUES REFERENCE/ COMPREHENSIVE INDUSTRY DOCUMENT (BREF / COINDS DOCUMENT) AND ENVIRONMENTAL PERMIT/STANDARDS FOR TEXTILE INDUSTRY SECTOR IN INDIA”.

Document Download: Tender documents may be downloaded from Central Pollution Control Board web site <http://www.cpcb.nic.in/Tenders.php> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under

Name of Project	Preparation of best available techniques reference/ comprehensive industry document (BREF / COINDS document) and environmental permit/standards for textile industry sector in india
Duration of the Project	02 Years
Date of Publishing	03.09.2019, 17.00 PM
Bid download / Bid submission start date	04.09.2019, 09.30 AM
Last Date of Bid Submission	10.10.2019 up to 15.00 PM
Technical Bid Opening Date	11.10.2019 at 15.30 PM

2.0 The Objectives of the aforesaid assignments are as follow:

- To provide the information on the status of textile manufacturing industry, its distribution and various types /process / technology being adopted for producing it including clean technology options;
- To study the environmental and technical problems;
- To asses all four types of pollution viz air, water, noise & soil including solid waste;
- To develop minimal national standards (MINAS), which could be achieved by the industry techno-economically with the prospective given in the National Environmental Policy, 2006;
- To identify appropriate pollution control system duly considering the capital, operational and environmental cost.

- To develop a customized BREF/COINDS document for the Indian textile sector covering the best available technique to ensure improved environmental compliance

3.0 The following are enclosed to enable you to submit your proposal :

- i)** Terms of reference (TOR) (**Annexure I**) ; and
- ii)** Supplementary information for consultants, including a suggested format of curriculum vitae (**Annexure II; Section1 – 2**)

4.0 In order to obtain first hand information on the assignment if you so desire, you may send a representative of your organization/ firm on any working day during 10:00 a.m. – 5.30 p.m., to the office of the Additional Director & Divisional Head IPC-III Division, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110 032.

5.0 The submission of Proposals

The proposals shall be submitted in two parts viz. **(i) technical; and (ii) financial** under separate folder, and should follow the formats given in the Section 1 & 2, as applicable. In the Financial bid, you may provide break up of costs and fees as follows:

- staffing, billing rate plus overheads;
- travel and accommodation;
- sampling and analysis;
- report reproduction; and
- terms of payment preferred.

5.1 The tender shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> latest by 15.00 Hrs. on 10.10.2019. The same will be opened 15.30 Hrs. on 11.10.2019. Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure “V” for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document

5.2 Opening of Proposal

The proposals (first folder containing technical proposal only) will be opened in the Central Pollution Control Board, Delhi office in the presence of such consultants or their authorized representatives and these consultants are required to present their '**Approach Paper**' before the Central Board on a date to be communicated later. However, their competitor will not be allowed to attend the said presentation. It may please be noted that the second folder containing the (detailed) price offer will not be opened until technical evaluation is completed.

The tender i.e. technical bid will be opened in PCP, Fifth Floor, CPCB, at 15.30 hrs on 11.10.2019. The bidders have the liberty to be present either in person or through an authorized representative at the time of opening of the tenders. The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable.

In the event of more than one bidder becomes L1, the Competent Authority in CPCB reserves the right to select one of the L1 bidders based upon various norms like completion of project,

.0 work experience, number of projects completed and other credentials like project completion certificate of any Central Government / State Government Undertaking /Organisation etc.

- 6.0 Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.**
- 7.0 Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered**
- 8.0 If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.**

9.0 EVALUATION

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals being opened. The technical proposals will be evaluated using following criteria:

- a. The consultant's relevant experience for the assignment;
- b. The methodology proposed; and
- c. The qualifications of the key staff proposed for the assignment.
- d. Other relevant criteria

Resume of senior personnel proposed to be deployed for the studies should be included with their qualifications and experience of the personnel with the proposal. These personnel will be rated in accordance with;

- i) General qualifications; and
- ii) Adequacy for the project (suitability to perform the duties for this assignment which includes education and training, length of experience on fields similar to

those required as per terms of reference, type of positions held, time spent with the firm, etc).

10.0 DECIDING AWARD OF CONTRACT

Quality and competence of the consulting service shall be considered as the paramount requirement. The technical proposals found suitable would only be considered for financial evaluation. The price bids of others, not found suitable under technical evaluation, will not be considered and may be returned unopened or kept under cover for records, as per the decision of the Committee.

Please note that the Central Board is not bound to select any organization/firm submitting proposal. Further, this Board does not bind itself in any way to select the firm/firm(s) offering the lowest price.

The proposal shall remain valid for 120 days from the date of submission without change of the personnel proposed for the assignment and the proposed price.

Please note that the cost of preparing a proposal and of negotiating a contract including visit to the Central Board, if any, is not reimbursable as a direct/indirect cost of the assignment.

Assuming that the contract can be satisfactorily concluded in two year, you will be expected to take-up/commence the assignment **within a month from the award of work.**

Please note that if you consider that your company/ organization /firm **does not have** all the **expertise** for the assignment, there is no objection to your firm **associating with another firm** to enable a full range of expertise to be presented. However, joint ventures between the firms after the short listing are not permitted except with the prior approval of the Central Board. The request for a joint venture should be accompanied with full details of the proposed association.

Please note that the remuneration, which you receive from the contract, will be subject to normal tax liability, as per the law of the land. However, certificate(s) towards tax deducted at source will be issued. You may kindly contact the concerned tax authorities for further information in this regard, if required. Service tax, if any to be paid in addition to the consultancy fee, shall be paid by the Central Board for which a separate receipt/certificate shall be required to be issued by you.

11.0 We would appreciate if you inform us:

- a) Your acknowledgement of the receipt of this letter of invitation; and
- b) Whether you will be submitting or not submitting proposal.

Yours faithfully,

**(Prashant Gargava)
Member Secretary**

Enclosures:

- 1. Terms of Reference (Annexure-I)**
- 2. Supplementary information to consultants (Annexure- II)**

Terms of Reference

PREPARATION OF BEST AVAILABLE TECHNIQUES REFERENCE / COMPREHENSIVE INDUSTRY DOCUMENT (BREF / COINDS DOCUMENT) AND ENVIRONMENTAL PERMIT/STANDARDS FOR TEXTILE INDUSTRY SECTOR.

1.0 BACKGROUND

The Central Pollution Control Board (CPCB) is an apex regulatory body in India for prevention and control of pollution. It was constituted in September 1974 under the Water (Prevention and Control of Pollution) Act, 1974 and was subsequently entrusted with the powers and functions under the Air (Prevention and Control of Pollution) Act, 1981. CPCB oversees the implementation of the Water Act and the Air Act and performs additional functions as assigned by MoEF&CC under the Environment (Protection) Act, 1986, including hazardous waste management, biomedical waste management etc.

The functional areas of CPCB include industrial pollution control, definition of environmental standards, environmental monitoring of air/water/noise quality, monitoring of emissions/ effluents, waste management (municipal solid waste, hazardous wastes, bio-medical wastes, plastic wastes), remediation of contaminated sites, documentation, provision of training and awareness programmes, etc. As specified under Section 16(2)(f) of the Water Act, CPCB's function includes the preparation of manuals, codes or guides relating to treatment and disposal of sewage or trade effluents, and the publishing of measures devised for effective prevention and control of water pollution. A similar function is specified under the Air Act [Section 16(2)(g)] for air pollution prevention and control.

To support the Indian industry with environmental compliance, the Central Pollution Control Board of the Indian Ministry of Environment, Forest and Climate Change has developed sector-specific Comprehensive Industry Documents (COINDS). Many of these COINDS documents are old and requires updating.

CPCB has brought its earlier comprehensive industry (COINDS) document (COINDS/59/1999-2000) with Comprehensive Industry Document on textile in January, 2000 and requires revision.

The fundamental strength of the textile industry in India is its strong production base of wide range of fibre/yarn from natural fibres like cotton, jute, silk & wool to synthetic/ man-made fibres like polyester, viscose, nylon & acrylic.

India has the highest loom capacity (including hand looms) with 63 percent of the world's market share. India accounts for about 14 percent of the world's production of textile fibres & yarns (largest producer of jute, 2nd largest producer of silk, cotton; & cellulosic fibres). India is 2nd largest producer of Manmade fibre and filament, globally, with production of around 2,511 million kg in 2015-16. Textile Industry in India earns approx 27% Foreign Exchange, contributes about 14% total Industrial Production & 4% of GDP. The sector generates 21% of total employment in the country.

The standards for Textile Industry were notified at S.No. 6, Schedule I, vide notification GSR No. 978 (E); October 19, 2016 under the Environment (Protection) Rules, 1986.

This proposed study is mainly to review the Notified standards, which does not address the diversity observed in Indian Textile industry and incorporate required changes and modification in earlier published documents to report as on date scenario and to deal / manage effectively the environmental aspects in textile industry.

For developing the COINDS/BREF document, CPCB took support from the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and the German Federal Environment Agency (Umweltbundesamt - UBA) under the Indo German Development Corporation to develop a framework for customised Best Available Technique (BAT) Reference Documents (BREF) and training/capacity building of staff of CPCB and other major stakeholders towards the preparation of BAT Reference Documents. (Ref: <http://seip.urban-industrial.in/e63552/e65250/e65251/>). The framework was developed using the existing comprehensive knowledge and experience from Germany and the European Integrated Pollution Prevention and Control (IPPC) Bureau (<http://eippcb.jrc.ec.europa.eu/reference/>).

The process of development of CIONDS/BREF document & standards includes information collection and in-depth studies in selected units/ plants i.e. the techno-economic aspects of pollution control systems, and impact of activity on health and environment'

A Best Available Technique (BAT) Reference Document (BREF) results from a systematic process involving various stakeholders. It is a document drawn up describing present emission and consumption levels, technique considered for the determination of BAT and as well as emerging techniques, and provides conclusions for drawing up legally binding directives/standards. The BREF document provides the basis for emission/discharge limit values for air pollutants, effluent discharges etc., and other permit conditions designed to prevent and, where that is not practicable, to reduce emissions and the impact on the environment as a whole. BAT refers to:

- a) “Best” means most effective in achieving a high general level of protection of the environment as a whole;
- b) “Available” techniques are those developed on a scale which allows implementation in the relevant industrial sector, under economically and technically viable conditions, taking into consideration the costs and advantages, whether or not the techniques are used or produced inside the Member State in question, as long as they are reasonably accessible to the operator; and
- c) “Techniques” includes both the technology used and the way in which the installation is designed, built, maintained, operated and decommissioned.

An enforcement directive will be drawn out of the BREF document for strengthening regulatory actions and environmental compliance in the textile sector.

Therefore, Central Board taken a project with UBA & GIZ for development of Comprehensive Industry Document (COINDS) / BREF document and Environmental Standards for Textile industry.

2.0 OBJECTIVES

The objectives of this Comprehensive Industry Document are

1. To provide the information on the status of Textile industry, its distribution and various types /process / technology being adopted for producing it including clean technology options;
2. To study the energy & resource efficiency and associated environmental and technical problems;
3. To asses all four types of pollution viz air, water, noise & soil including solid waste;
4. To develop minimal national standards (MINAS), which could be achieved by the industry techno-economically with the prospective given in the National Environmental Policy;

5. To identify appropriate pollution control system duly considering the capital, operational and environmental cost.
6. To develop a customized BREF/COINDS document for the Indian textile sector covering the best available technique to ensure improved environmental compliance... Under the common BAT Reference document, include specific BAT of all processes of different fibre – cotton, jute, silk & wool to synthetic/ man-made fibers like polyester, viscose, nylon & acrylic and the information related to the Common Effluent Treatment Plants on this sector.

3.0 SCOPE OF WORK

Task 1: Review of Relevant National/International experience

The consultant will conduct a quick review & assessment on the existing various types/ practices, related problem/difficulties (keeping environmental aspects in view) and also collect/ compile other required information from the various State Pollution Control Boards (SPCBs) and Pollution Control Committees, (PCCs), NGO, research institutes, textile manufacturing association etc. The consultant shall also review international experience & emission assessments, standard/norms, in respect of environmental management in textile industry. The production scenario at world level may be presented, with contribution of Indian production to the global market.

Task 2: Preparation of inventory of Textile industry

The consultant shall prepare an inventory & trend for a five years time horizon. Inventory should be prepared for different predominant type / process/ technologies of textile industry prevailing in India & their distribution in (north, west, south, east and central zones of India. The consultant shall classify the textile making units/ kilns on the basis of capacity and type of process/ technology in to major and sub major classes of textile manufacturing units.

Task 3: In-depth study

- 3.1. The consultant shall prepare process diagrams and mass balance equation indicating qualities and quantities of raw materials input, fuel consumption, waste

generation and final product output for all the process operation of all types of i textile industries under practice / consideration.

- 3.2. The consultant shall prepare table of pollutants generation of each class and sub-class of processes identified. A brief account of the pollution generation (important parameter wise) per unit production of a product- the international references and norms, if any, may be presented. The consultant shall also provide brief description on the effects of the pollutants, as identified on the receiving environment.
- 3.3. Twenty identified textile industry in five predominant unit in @ zone need to be studied in depth including identification of effluent, emission, solid waste & noise pollution sources; and required monitoring for the quantitative and qualitative analysis of all pollutants. Due importance should be given in preparation of geographical distribution, scale of operation, type of fuel used, process description, etc. in selection of units for required in depth study. A comprehensive study of existing pollution prevention & control technology/ options may be carried out to determine the efficiency and qualitative ability to reduce the concerned pollutants & subsequently identified as BAT. Effects of Textile industry emission on ambient air-occupational health, plant and vegetation shall also be studied.

Task 4: Emission inventory/ estimation of typical Textile industry

The consultant shall perform this task by identifying the types of emission sources and to count the total number of each type of source. The next step is to identify the best emission estimation tools. After selecting emission estimation tool, emission factor such as production rates should be determined for each source so that emission can be estimated for a specified period of time for each source and pollutants then are summed up to complete the emission inventory.

Task 5: Emission factor development for Textile industry.

Consultant shall review the emission factor used elsewhere like USEPA EPA etc. and standard method shall be followed to develop emission factor for textile industry in India.

Task 6: Development of standards for Textile industry - standard for effluent and emission

The consultant shall also review & evolve national effluent & emission standards for all the pollutants, based on the in-depth study, from the collected pollution emission behaviour of different process vis-à-vis their capacity and operational parameters, cross-media effects to reduce emissions and the impact on the environment as a whole and involving all the relevant stakeholders. Standards being followed at international level may also be covered for their comparison purpose.

Task 7: To suggest/recommend policy & guidelines for better working & housekeeping in textile industry.

Following the national / international review, in-depth study, the consultant should submit recommendations on following:

- Technologies for prevention and control of pollution to recommend changes to prevent / reduce pollution generation. A detailed note on the economics of the above proposal is required indicating quantification of reduced emission/ effluent.
- To suggest the scope for process modification and alternative environment-friendly raw materials, if any. International reference may be quoted, if available;
- suggest Good practice for better housekeeping, cost effective modifications; and
- Suggest possible system for the recovery of useful material.

Task 8: Workshop & Meetings

The consultant will present the draft final report focusing findings of above mentioned Tasks in the workshop/ interaction meeting to be organised by CPCB and use the workshop as a forum for further review/ modifications.

COINDS/ BREF document should contain the chapters like applied techniques, present emission and consumption levels, techniques considered for the determination of best available techniques as well as BAT conclusions and any emerging techniques for the Indian Textile Sector. Under the common BAT

Reference document, include specific BAT of all processes of different fibre – cotton, jute, silk & wool to synthetic/ man-made fibres like polyester, viscose, nylon & acrylic
The consultant shall also participate in the meetings of Technical Working Group /Project Monitoring Committee constituted & being organised by CPCB during the course of execution of this project.

4.0 LIKELY DURATION OF THE PROJECT ASSIGNMENT

The project should be completed within a period of two years (twenty four) from the Zero date of the project.

5.0 PENALTY

There will be no penalty in case project is delayed but completed within one year after the scheduled period. However, consultancy fees shall be reduced @ 0.5% for every additional month or part thereof taken for the completion of the project and it will be calculated w.e.f. one & half years from the zero date/completion date. Zero date for the project shall be as the date of release of first installment after signing of contract by both parties i.e. Central Board and the Consultant.

6.0 SERVECES & FACILITIES TO BE PROVIDED BY THE CENTRAL BOARD

The Central Board will provide authorization letters needed in information collection, such as sending communication to SPCBs/ PCCs, associations and industries and deputing officer(s) of the Central Board to accompany the team of consultant during in-depth studies etc., wherever necessary. Required available documents with CPCB and guidance document of the German Federal Environment Agency (Umweltbundesamt- UBA) for drawing up of Best Available Technique (BAT) Reference Document (BREF) shall also be provided by CPCB.

7.0 SUBMISSION OF REPORTS

- 1. Inception report** : Within 30 days from the date of award work (3 copies with pen drive)
- 2. Interim report** : Within 15 months including work/findings of task 1 to 4
- 3. Draft report** : After completion of study (1 year 8 months)from the zero date (5 copies with pen drive)
- 4. Final report** : After 2 month from the date of presentation/review of draft report (5 copies with pen drive)

8.0 MODE OF PAYMENT

- | | | |
|------|------------------------|------------------------------------------------------------------------------------------------------|
| i) | 25% of contract value- | After unequivocal acceptance of letter of award against/ submission of bank guarantee* for the same. |
| ii) | 20% of contract value- | On submission of inception report |
| iii) | 15% of contract value- | On submission of interim report |
| iv) | 20% of contract value- | On submission of draft final report |
| v) | 20% of contract value- | On approval of final report |

*The bank guarantee will be released when the total payments reach fifty (60%) percent of the lump/sum contract value

Note

- **The Central Board will review all reports of consultant (inception, interim, and draft/ final) and may suggest any modification(s)/changes considered necessary within 30 days of receipt. In fact, an Expert Committee of Central Pollution Control Board will review the progress of the project, at different stages of submission of report(s).**

SUPPLEMENTARY INFORMATION FOR CONSULTANT

1. PREPARATION OF PROPOSAL

- 1.1 Consultants are requested to submit a Proposal for the assignment 'PREPARATION OF BEST AVAILABLE TECHNIQUES (BAT) REFERENCE / COMPREHENSIVE INDUSTRY DOCUMENT (BREF / COINDS DOCUMENT) AND ENVIRONMENTAL PERMIT/STANDARDS FOR TEXTILE INDUSTRY SECTOR`.

Technical Proposal

- 1.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 1.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- a. If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultant may associate with the other consultant invited for this Assignment only with approval of the Client. It is desirable that the majority of the key professional staff/faculty proposed be permanent employees of the Consultant or has an extended and stable working relation with it.
 - b. Proposed professional staff must have at least eight years of professional experience in the subject area.
 - c. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 1.4 The Technical Proposal should provide the following information using the attached Standard Forms (**Section 1**):
- (i) A brief of the firm's organization and an outline of recent experience on assignments (**section 1B**) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- (ii) Any comments or suggestions on the terms of Reference and on data, a list of services, and facilities to be provided by the Client (**Section 1C**)
- (iii) A brief description of the methodology and work plan for performing the assignment (**Section 1D**)
- (iv) The list of the proposed staff team by specially, the task that would be assigned to each staff team member and their timing (**Section 1E**).
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 1F**). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff effort (professional & support staff ; staff time) to be provided to carry out the Assignment, supported by the bar chart diagrams showing the time proposal for each professional staff team member (**Section 1G & 1H**).

1.5 Other documents required to be attached in the technical bid are :

- (a) Should have valid GST registration and PAN card number.
- (b) Affidavit certifying that the contractor/firm has not been involved in any criminal case and has not been blacklisted in any Govt./ semi Govt. organization (Affidavit should be in non-Judicial Stamp Paper and certified by Notary Public).
- (c) Should have NABL accredited laboratory or contract with NABL Accredited lab for analysis of samples.

1.6 The Technical Proposal shall **not** include any financial information.

Self-attested copies of the above documents are to be uploaded in technical bid in folder 1A to 1H along with the signed copy of tender acceptance letter, failing which the tender will be rejected.

Financial Proposal

1.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (**Section 2**). It lists all costs associated with the Assignment, including (**a**) remuneration for staff (foreign or local, in the field and at

headquarters) and support staff, and **(b)** reimbursable such as subsistence (per diem, housing), transportation (local, for mobilization and demobilization), If appropriate, these costs should be broken down by activity.

- 1.8 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other impositions imposed under the applicable law, on the consultants, the sub-consultants, etc. (the consultant is requested to consult tax consultants for details)
- 1.9 Proposal must remain valid 120 days after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations and ensure execution also within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
2. **The proposals** duly signed **should be submitted to** the Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110 032.

3. **Contractual Agreement**

There will be an agreement on all points with the consultant covering scope of work, payment etc.

Note

1. All payments shall be made through a/c payee cheque payable at Delhi or a/c payee draft payable at the city/town in which consultant has a registered office on submission of pre-receipted bills by the consultants in triplicate for respective stages.
2. Statutory deductions (TDS etc.) if any will be made at the source, as per the law.
3. Statutory taxes,(service tax, etc.) if any, shall be paid in addition to the consultancy fee, as per the law.

SECTION 1. TECHNICAL PROPOSAL- STANDARD FORMS

- 1A** Technical Proposal Submission Form
- 1B** Firm's references.
- 1C** Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 1D** Description of the methodology & work plan for performing the assignment.
- 1E** Team Composition and task assignments.
- 1F** Format of Curriculum Vitae of proposed professional staff.
- 1G** Time schedule for professional personnel.
- 1H** Activity (work) schedule.

1A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Firm)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: HIRING OF CONSULTANCY SERVICE FOR.....
.....TECHNICAL PROPOSAL.

We, the undersigned, offer to provide the consultancy services for the above in accordance with your **Request for Proposal** dated ... [Date], and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal under separate folders.

If negotiations are held during the period of validity of the Proposal, i.e., before.... [Date] we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Institute:
Address:

1B. FIRMS'S REFERENCES

RELEVANT SERVICES CARRIED OUT IN THE LAST FIVE YEARS THAT BEST ILLUSTRATE QUALIFICATIONS

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major Institutes within an association, was legally contracted.

Assignment Name:		Country:
Location within country:		Professional Staff Provided by Your Firm/entity (profiles):
Name of Client:		No of Staff:
Address:		No. of Staff – Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services :
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

**1C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF
REFERENCE AND ON DATA SERVICES, AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

CONSULTING FIRM'S NAME:

**1D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

**1E. COMPOSITION OF THE TEAM PERSONNEL, AND
TASK(S) OF EACH TEAM MEMBER**

1. Technical/ Managerial Staff

S. No.	Name	Position	Task
1.			
2.			
3.			
”			
..			
..			

2. Support Staff

S. No.	Name	Position	Task
1.			
2.			
3.			
”			
..			
..			

**1F. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED PROFESSIONAL STAFF**

Proposed Position:

Name of Firm:

Name of the Staff:

Profession:

Date of Birth: _____

Years with Firm/Entity: _____ Nationality _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summary college/university and other specialized education of staff member giving names of schools, dates and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe about me, my qualification and my experience.

_____ Date: _____

[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

1G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

S. No	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months	
				1	2	3	4	5	6	7	8	9	10	11	12		
1.																	Subtotal (1)
2.																	Subtotal (2)
3.																	Subtotal (3)
4.																	Subtotal (4)

Full – time: _____

Part –time: _____

Part – time _____

Reports Due _____

Activities Duration: _____

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

1H. ACTIVITY (WORK) SCHEDULE

1. Field Investigation and Study Items

		Month wise Program (in form of Bar Chart)											
		[1 st , 2 nd , etc. are months from the start of assignment]											
S. No.	Item of Activity (Work)	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th

1. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
3. Final Report	

* Modify as required for the assignment.

TERMS AND CONDITIONS

- i. The Executing agency shall carry out the monitoring, sampling and analysis work in identified 20 (twenty) Textile units during the period as mutually agreed upon.
- ii. The list of identified Textile units for which monitoring, sampling and analysis work shall be carried out shall be finalised after preliminary visit of 40 industries.
- iii. **Details of Project Team suitability & experience.** The proposal should contain the details of the infrastructure / laboratory facilities available with the interested party or third party (in case of laboratory) and also provide a list of personnel proposed to be deployed for the assignment, outlining specifically the qualifications & experience of each person relevant to this project and each member's role and responsibility.
- iv. The evaluation of the 'Technical Bid ' shall be undertaken based on the following criteria-

Sl. No.	Criteria	Overall Qualifying Marks required
1	Work Experience of the organization with documentary proof	Overall score of the Agency should be more than 75 out of 100.
2	Specific Experience relevant to the assignment with documentary proof	
3	Technical approach and methodology	
4	Qualification and competence of key staff with documentary proof	
5	No of scientific and technical persons	
6	Facilities for analysis of parameters (In case of agency / third party)	

Agency(ies) having overall score more than 75 for technical bid, will only be considered for financial bid(s).

- v. The agency shall submit financial proposal in standard form under separate folder 24 to 2F.
- vi. GST shall be paid as per the applicable norms and TDS shall be made as per rules applicable. Applicable Taxes shall be deducted at source.
- vii. **Criteria for Evaluation of Financial bid:** The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below. The lowest evaluated Financial bid (Fm) will be given the maximum financial score of 100 points. The financial scores(F) of the other Financial bids will be computed as per the formula for determining the financial scores given below: $F = 100 \times (Fm / Fb)$ Where, Fb =Evaluated amount of financial quote by the particular bidder. Fm = Lowest evaluated amount of financial quote by the bidder. Financial bids of only those Agencies which are declared technically qualified shall be opened.
- viii. **Procedure for Ranking:** For the purpose of ranking of bids called on two bids basis, weight age shall be given in the ratio of 65:35 w.r.t. technical bid and financial bid respectively.
- ix. All the shortlisted organisation are required to give technical presentation at CPCB, Delhi and technical presentation be a part of technical evaluation of the bids.

- x. **The Executing agency shall deposit 10% of the project cost as bank guarantee after award of work against advance payment.**
- xi. The Executing agency shall carry out the monitoring, sampling and analysis works as per the procedure and norms stipulated in 'Standard Methods or any other recognized method like IS or USEPA'.
- xii. The Executing agency shall co-ordinate with the concerned Regional Directorate of CPCB and local SPCBs officials for efficient monitoring and sampling works.
- xiii. The Executing Agency shall also provide the monitoring schedule to the concerned SPCBs /PCC and Regional Directorate of CPCB to ensure their participation in the monitoring & sampling works.
- xiv. All the information and data generated or collected during the execution of the work shall be treated as confidential and sole property of CPCB and the findings of the study shall not be published without prior permission of CPCB.
- xv. The project shall be implemented as per the rates finalized and CPCB will not provide any additional fund on account of any further cost escalation due to delay in project implementation or due to any other reasons.
- xvi. CPCB shall not bear any responsibility for the personnel engaged under the project.
- xvii. During the course of implementation of the project, the executing agency shall provide the information to the participating CPCB's officials regarding the methodologies/ techniques being adopted for implementation of the project.
- xviii. The Executing Agency shall submit 3 copies of final draft report along with Pendrive (Soft copy) on completion of the project. For any delay in submission of the final report beyond the specified period, penalty @ 1%per week of the project cost shall be charged subject to maximum penalty of 15% of the project cost.
- xix. It shall be at the sole discretion of the Competent Authority, CPCB either to award the entire project or part of the project or reject any proposal without assigning reasons thereof.
- xx. Proposal being submitted must be signed by an authorized person representing the company/ firm.
- xxi. The parties submitting the proposal are requested not to erase or mutilate any word(s) or figures occurring in the quotation. The overwriting is not allowed.
- xxii. It may be noted that mere quoting the lowest rates will not entitle any firm to get the work order.
- xxiii. The bids shall be valid for a period of 06 months from the date of their opening.
- xxiv. In case of any dispute, the decision of the Chairman, CPCB will be final and binding to both the parties.

SECTION 2. FINANCIAL PROPOSAL – STANDARD FORMS

- A.** Financial Proposal submission form.
- B.** Summary of costs.
- C.** Breakdown of price per activity.
- D.** Breakdown of remuneration per activity.
- E.** Reimbursable per activity.
- F.** Miscellaneous expenses.

A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, date]

FROM: (Name of Firm)

TO: (Name and Address of client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for -----

----- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at [Amount(s) in words and figures].

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., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

**Authorized Signature:
Name and Title of Signatory:
Name of the Firm:
Address:**

B. SUMMARY OF COSTS

Tender Inviting Authority:								
Name of Project:								
Contract No.:								
Name of Bidder/ Bidding Firm/ Company:								
SUMMARY OF COSTS								
S. No.	Name of Activity/Task (As per Terms of Reference (TOR))	Activity Code	Basic Cost (in Figures)	Applicable GST/ other taxes & duties, if any	Applicable GST/ other taxes & duties, if any, amount	Total amount excluding local taxes/ & duties	Total amount including local taxes/ & duties	Total amount in words

Total amount of financial proposal:**

(In Figures)

(In Words) _____

Note: The cost of the consultancy is the one given in the summary as above and payment is to be made as agreed during negotiations. The break-up of the cost as given in Formats B to F is to facilitate assessment of the reasonableness of the Financial Proposal during negotiations.

C. BREAKDOWN OF PRICE PER ACTIVITY

Tender Inviting Authority:						
Name of Project:						
Contract No.:						
Name of Bidder/ Bidding Firm/ Company:						
BREAKDOWN OF PRICE PER ACTIVITY						
S. No.	Name of Activity/Task (As per Terms of Reference (TOR))	Activity Code	Price Components			
			Remuneration rate (in Rs.)	Reimbursable rate (in Rs.)	Miscellaneous Expensesrate (in Rs.)	Total amount (in words)

NOTE: THE ABOVE FORM IS TO BE FILLED UP SEPARATELY FOR EACH ACTIVITY.

D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Tender Inviting Authority:															
Name of Project:															
Contract No.:															
Name of Bidder/ Bidding Firm/ Company:															
BREAKDOWN OF REMUNERATION PER ACTIVITY															
S. No.	Name of Activity/Task (As per Terms of Reference (TOR))	Activity Code	Positions								Price Components				
			Regular Staff (Position)	Inputs (Staff month/day)	Remuneration unit/rate	Local Staff (Position)	Inputs (Staff month/day)	Remuneration unit/rate	Consultants (Position)	Inputs (Staff month/day)	Remuneration unit/rate	GST (If applicable in Percentage)	GST amount (in Rs.)	Total amount excluding taxes (in Rs.)	Total amount including taxes (in Rs.)

* STAFF MONTHS, OR DAYS AS APPROPRIATE.

NOTE: THE ABOVE FORM IS TO BE FILLED UP SEPARATELY FOR EACH ACTIVITY.

E. REIMBURSABLE PER ACTIVITY

Name of Bidder/ Bidding Firm/ Company:										
REIMBURSABLE PER ACTIVITY										
S. No.	Name of Activity/Task (As per Terms of Reference (TOR))	Activity Code	Description							Total amount (in Rs.)
			Return flights/train tickets (between and)	No. of trips	Subsistence Allowance @	No. of days	Lum sum rate of Local Transporta ti	Any other	Unit rate	

* Local transportation costs are not to be included, if local transportation is being made available by Client. Similarly, in the Project site office rent/accommodation/clerical assistance costs are not to be included if being made available by Client.

Note: The above form is to be filled up separately for each activity.

F. MISCELLANEOUS EXPENSES

Tender Inviting Authority:																
Name of Project:																
Contract No.:																
Name of Bidder/ Bidding Firm/ Company:																
MISCELLANEOUS EXPENSES																
S. No.	Name of Activity/Task (As per Terms of Reference (TOR))	Activity Code	Description													Total amount (in Rs.)
			Communication Costs	Unit	Qty.	Drafting, Reproduction of Reports	Unit	Qty.	Equipment: Vehicles, Computers etc.	Unit	Qty.	Software	Unit	Qty.		

Note: The above form is to be filled up separately for each activity.

ARTICLES OF AGREEMENT

Made at this day of
between.....

.....(hereinafter referred to as the Employer which expression shall include his, Executors, Administrators and Assigns) of the other part WHEREAS the employer is desirous of “for “Review of BAT in Textile industry and preparation of COINDS at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

WHEREAS the said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions at forth herein (hereinafter referred to as ‘the conditions’) the work shown upon “the said Drawings” and described in “the said specifications” and the said “ Priced Schedule of Quantities”

At the respective rates mentioned in the priced Schedule of quantities attached.
and WHEREAS the contractor has deposited Rs..... Rupees
.....) with the employer for the performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the firm as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said employer as mentioned in the conditions of contract with reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court.
4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said employer even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. The said conditions and special conditions, specifications, schedule of quantities, wage schedule of labour and schedule of materials to be supplied by the employer and guarantee bond shall be read with construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.

7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and courts in Delhi shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hands this day of

Signed by the said

in the presence of witnesses

employer

1. Signed by the said

2. In the presence of

TENDER ACCEPTANCE LETTER

DATE _____

TENDER NOTICE NO _____

TO

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

Sir,

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

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

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

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

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

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

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

Dated this.....day of2019

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

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 4) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or P.K. Mishra, Div. Head, IPC-III Division. upto 12.00 noon **09.10.2019** on **011-43102443** or mishrapkin@yahoo.com
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

INTEGRITY PACT

To,

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

Sub: Submission of Tender for the work of “for “Review of BAT in Textile Sector and preparation of COINDS at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032

Dear Sir,

I/We acknowledge that CPCB, MoEF&CC Government of India is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPCB, MoEF&CC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPCB, MoEF&CC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder with rubber stamp on their Letter head)

INTEGRITY PACT

General

This Contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2018, between, CPCB, An autonomous body acting through Shri A. Sudhakar, Member Secretary, CPCB hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER / SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

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

bid evaluation, contracting or implementation process related to the contract.

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

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining

or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 2.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person action on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Sanctions for Violations**

- 4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand

forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Section IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

5. Fall Clause

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

6. Independent Monitors

- 6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Sh Sunil Krishna, C/o Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 98682111020, email : iem.cpcb@gmail.com, sunilkrishna@nic.in).
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

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

7. Facilitation of Investigation

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

8. Law and Place of Jurisdiction

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

9. Other Legal Actions

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

10. Validity

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

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

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

BUYER

BIDDER

**Name of the Officer.
OFFICER
Designation
Deptt./MINISTRY/PSU**

CHIEF EXECUTIVE

Witness

Witness

1..... 1.....
2..... 2.....

Annexure - VII

Criteria for awarding Technical Score:

<p>1. Work experience of the organization (10 marks):</p> <p>a) Upto 10 yrs - 2 marks b) 11-20 yrs - 5 marks c) 21-30 yrs - 8 marks d) above 30 yrs - 10 marks</p> <p>2. Specific Experience relevant to the Assignment (20 marks):</p> <p>i.) <u>No. of projects related to Environment / Pollution Control(10 marks)</u></p> <p>a) Upto 2 projects - 4 marks b) 3-5 projects - 8 marks c) More than 5 project - 10 marks</p> <p>ii.) <u>Preparation of COINDS / Similar Document for CPCB (10 marks)</u></p> <p>a) up to 2 projects - 4 marks b) 3-5 projects - 8 marks d) More than 5 - 10 marks</p> <p>3. Technical Approach and Methodology(20 Marks) :</p> <p>i.) <u>Understanding of Terms of Reference (TOR): 5 marks</u> ii.) <u>Specific approach to do assignment: 10 marks</u> iii.) <u>Organisation of work plan : 5 marks</u></p> <p>4. Qualification and Competence of key staff: (20 Marks)</p> <p>i) <u>Educational Qualifications (w.r.t. technical / engineering / scientific qualifications only) (10 Marks)</u></p> <p>a. B.Sc. or equivalent -6 marks b. B.Sc. + PG Diploma - 7 marks c. B.E. / B.Tech. / M.Sc. -8 Marks d. B.Tech + PG Diploma/ M.E. / M. Tech -9 Marks e. PhD - 10 marks</p>	<p>ii.) <u>Work Experience of the staff (w.r.t. technical / engineering / scientific experience only) (10 Marks)</u></p> <p>a) Less than 2 yrs - 1 marks b) 2- 5 yrs - 3 marks c) 6-10 yrs - 4 marks d) 11-15 yrs - 5 marks e) 16-20 yrs - 7 marks f) 21-30 yrs - 8 marks g) Above 30 yrs - 10 marks</p> <p>5. No. of scientific /</p> <p>a) Upto 5 - 5 marks b) 6-10 - 7 marks c) More than 10 - 10 marks</p> <p>6. Laboratory facility for analysis of parameters : (20 marks)</p> <p>a) NABL accredited and MoEF recognized- 20 marks b) Either NABL accredited or MoEF recognized - 10 marks</p>
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