

CENTRAL POLLUTION CONTROL BOARD

**CONSULTANCY SERVICES
PROJECT
ON
“NOISE MAPPING,
HOT SPOT IDENTIFICATION
AND MITIGATION PLAN
FOR
NOISE POLLUTION CONTROL
IN DELHI”**

**Request for Proposal (RFP)
For
Engagement of Consultant**

RFP NO.: CP-15012/1/2021-UPC-I-HO-CPCB-HO

IMPORTANT DATES
Request for Proposal (RFP) For
Appointment of Consultant

Uploading of RFP in Central e-Procurement Portal.	29.07.2022 at 14:00 hrs
Last date for submission of queries (via email) for pre bid meeting	08.08.2022 at 18:00 hrs
Pre Bid Meeting	11.08.2022 at 12:00 hrs.
Amendments to RFP document (if any)	22.08.2022 at 16:00 hrs
Bid Submission Start Date	24.08.2022 at 10:00 hrs.
Last Date of Submission of Bids	09.09.2022 on or before 16:00 hrs
Date of opening of Technical Bids	12.09.2022 at 16:00 hrs
Venue	Through VC/Central Pollution Control Board, Head Office
Date of Technical Presentations	19.09.2022 (11.00am)
Release of list of Technically qualified firms and opening of financial proposals	21.09.2022 at 16:00 hrs.
EMD Value	Rs. 5,00,000/- (Rs. Five Lakhs only) IN FAVOUR OF "CENTRAL POLLUTION CONTROL BOARD" payable at DELHI

CENTRAL POLLUTION CONTROL BOARD
Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar,
DELHI - 110 032, INDIA

No.: CP-15012/1/2021-UPC-I-HO-CPCB-HO

Date: 29/07/2022

NOTICE INVITING TENDER (NIT) THROUGH E-PROCUREMENT

Sub: Invitation of Tender for Consultancy Services for Noise Mapping, Hot Spot Identification and Mitigation Plan for Noise Pollution Control in Delhi

Central Pollution Control Board invites open e-tenders for Consultancy Services for the project on “Noise Mapping, Hot Spot Identification and Mitigation Plan for Noise Pollution Control in Delhi”. The Tender Document is available on websites (<https://eprocure.gov.in/>) and CPCB’s web site (<https://cpcb.nic.in/>).

2. Details of eligibility , pre-qualifications, infrastructure facilities required to bid and terms of reference and instructions on how to bid and other details are available in the Tender Document which can be downloaded from (<https://eprocure.gov.in>) and CPCB web site (<https://cpcb.nic.in/>).
3. Interested Bidders may download the Tender Documents and submit their Bid online on (<https://eprocure.gov.in>) and <https://cpcb.nic.in/>
4. An Earnest Money Deposit (EMD) of Rs. 5 lacs, in the form of Bank Guarantee/DD/FDR in favour of “Central Pollution Control Board (CPCB)” payable at Delhi, is required and must reach at the following address on or before the last date of submission of bids. Bidders, however, have to attach scanned copies of EMD along with the Technical bid of their tender.

Divisional Head – UPC-I Division
Central Pollution Control Board,
Parivesh Bhawan, CBD-cum-Office Complex, East Arjun Nagar,
DELHI - 110 032, INDIA

CPCB reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

N K Gupta
Divisional Head, UPC-I

TABLE OF CONTENTS

SECTION 1. NOTICE OF INVITATION.....

SECTION 2. BASIC ELIGIBILITY CRITERIA.....

SECTION 3. INFORMATION TO CONSULTANTS.....

SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS.....

SECTION 5. FINANCIAL PROPOSAL - STANDARD FORMS.....

SECTION 6. TERMS OF REFERENCE FOR PROJECT

SECTION 7 : INTEGRITY PACT ANNEXURE

SECTION 1. Preliminary Information

Project on

Noise Mapping, Hot Spot Identification and Mitigation Plan for Noise Pollution Control in Delhi

1. Central Pollution Control Board Invites Proposals under two bids system i.e. Technical and Financial Bids for Consultancy Services for the project as referred above. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>). The bids are to be submitted on CPP Portal only.
2. A firm will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP.
3. The Bidder should specify clearly whether they are submitting the proposal alone or in association with others. In latter case, the names of the Associates are to be mentioned.
4. The Bidder should clearly state the Name(s), Address, Contact Nos., Phone Nos., Fax No. & e-mail id etc. of the associate(s).
5. The Bidder should specify clearly with copies of supporting documents in respect of their nature of association with the associate(s).
6. However, the Bidder shall alone be responsible for all contractual obligations with Central Pollution Control Board.

SECTION 2. BASIC ELIGIBILITY CRITERIA AS DETAILED IN THE TENDER DOCUMENT HEREAFTER

- A. Central Pollution Control Board invites services of professional reputed Indian Organizations /consultant firms who has adequate experience and qualified manpower to conduct Noise Mapping and other parts of the project.
- B. Specific 05-years experience of consultant / firm in the field of Noise Pollution Monitoring / Noise Mapping.
- C. Adequacy and Methodology of proposed work plan (Write –up).
- D. Qualifications & competences of the Firm and associated man power.
- E. Requisite infrastructure facilities available with Consultant Firm (Type and no of Sound Level Meters, Computers, Laptops, Mapping Software, office facilities etc.) shall be clearly mentioned.
- F. Reference assignment done in last 05 years along with testimonials (if any).
- G. To be eligible, the consultant / firm should have never been banned or suspended from Government transactions due to any reason(s) whatsoever including corrupt and fraudulent practices.

SECTION 3. INFORMATION TO CONSULTANTS

3.1 INTRODUCTION

3.1.1 Central Pollution Control Board will select a firm, in accordance with the method of selection indicated as in this document.

3.1.2 The Consultants are invited to submit Technical Proposal and Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the assignment named in the Data Sheet. The Proposal will be on the basis of contract negotiations and ultimately signing of a contract with the selected firm.

3.1.3 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information and clarify any doubts on the Assignment and on the local conditions, consultants are advised to attend pre-bid meeting to be held in the office of Central Pollution Control Board before submitting their proposal.

3.1.4 This may be noted that all costs for submission of the proposal have to be borne by the bidder.

3.1.5 It shall be at the sole discretion of the Competent Authority, CPCB either to differ the entire project or part of the project or reject any proposal without assigning reasons thereof.

3.1.6 CPCB reserves the right to accept any of the Proposals submitted and may reject any or all the proposals submitted without assigning any reason.

3.2. CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

3.2.1 Consultants may request clarification of any of the issue as mentioned in this RFP documents during the Pre-bid meeting.

3.2.2 At any time before the submission of Proposals, CPCB may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any such amendment shall be issued in writing through addenda. Addenda shall be hosted in Central Pollution Control Board website and will be binding on the bidders. Central Pollution Control Board may at its own discretion extend the deadline for the submission of proposals.

3.3 PREPARATION OF PROPOSAL

3.3.1 Consultants are requested to submit a Proposal written in the Language(s) specified in the document.

- 3.3.2 **Earnest Money Deposit (EMD) :** An Earnest Money Deposit (EMD) of Rs. 5 lacs, in the form of Bank Guarantee/DD/FDR in favour of “Central Pollution Control Board (CPCB)” payable at Delhi, is required and must reach CPCB on or before the last date of submission of bids. Further, Bidders, have to attach scanned copies of EMD along with the Technical bid of their tender. That EMD should be valid for 6 month . The EMD of unsuccessful bidders shall be returned after award of work to successful bidder. The EMD of successful bidder shall be returned after completion of the project & submission of the satisfactory report, however no interest will be paid. Any proposal received without EMD will be rejected summarily. Bidders are also required to sign Bid Security Declaration to the effect “that if they withdraw or modify their bids during validity etc, they will be suspended for the next 5 years.”
- 3.3.3 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 firm(s) or entity(ies) in a joint venture relationship or sub-consultancy or consortium, etc. appropriately. However, details of the associate should be provided and the type should be clearly indicated. The bidder alone shall be responsible for all contractual obligations.

Technical Proposal

- 3.3.4 In preparing the Technical Proposal, Bidders are advised to examine the documents comprising this RFP carefully. Material deficiencies in providing the information requested in RFP may result in rejection of the Proposal.
- 3.3.5 The technical proposal should provide following information using attached Standard Forms (**Section 4**):
- i. Brief description of the firm’s organization and an outline of recent experience on assignments (Section 4 B) of 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 in the past assignments.
 - ii. Description of work plan and methodology for performing the assignment (Section 4 C).
 - iii. List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 4 D) during duration of the project.
 - iv. Curriculum-Vitae (CV) recently signed by the proposed professional staff, attested by the Director of firm or the authorized representative, submitting the proposal (Section 3E).
 - v. Activity (work) schedule (**Section 4 F**).
 - vi. A brief description of the associate(s), if any, Specialization of the Associate(s), their experience in the particular field and their relevance for the Assignment is to be submitted.

- vii. The competence of the associate(s) in the particular field to be also specified by the bidder.
 - viii. Consultant shall also provide information on available infrastructure for noise mapping. Infrastructure includes Number & types of Sound Level Meter (SLM), Software for noise mapping, office facilities like computer system and laptop and other facilities required for the project.
 - ix. Details of team composition and task assigned to each team member shall be provided by the consultant along with CV of proposed professional staff. Evaluation of key staff shall be performed based on team, its educational qualification and work experience.
- 3.3.6 Documentary evidence(s) including photographs in support of all the above, as far as possible, are to be submitted by the bidder.
- 3.3.7 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.3.8 In preparing the Financial Proposal, consultants are advised /expected to take into account the requirements and conditions of the RFP specified herein. The Financial Proposal should be submitted in the Standard Form (**Sections 5**).
- 3.3.9 Consultants shall express the cost of their services in Indian Rupees. The rates shall be written in the words as well as in figures. There shall be no-overwriting.
- 3.10 The proposals (Technical & Financial) shall remain valid for a period of 90 days from the date of opening of Financial Price Bid. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. CPCB will make its best efforts to complete negotiations, if any, and to take a decision within this period. If CPCB 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.
- 3.11 Taxes shall be paid as per the applicable norms and TDS (Tax Deduction at Source) shall be made as per rules applicable.

3.4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 3.4.1 The original Proposal (Technical Proposal and if required Financial Proposal; see Para 1.2) shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

3.4.2 Any authorized representative of the firm should initial all pages of the Proposal. The authorized representative's authorization is to be confirmed by a written power of attorney from the Board/Proprietor/Partners, etc. accompanying the Proposal.

3.4.3 Completed Technical and Financial Proposals as stated above, must be submitted online before/by the time and date a stated in the document. Any proposal received after the closing time for submission of proposals shall be rejected /returned unopened.

The Technical Proposal shall be opened by CPCB as per time-lines in the presence of those bidders who may like to be present. Financial Proposal will remain sealed and will be opened in presence of the bidder(s) who are found to be qualified in the Technical Bid on a given time and date.

3.5. PROPOSAL EVALUATION

General:

3.5.1 Any effort by the bidder(s) to influence Central Pollution Control Board official(s) for proposal evaluation, proposal comparison or contract award decisions, may result in rejection of the bidder's proposal. The bidders should specifically agree and confirm in writing that they agree and accept the **Integrity Pact** as available as **Annexure**.

The Agreement between the selected bidder and CPCB shall be operative until the completion of the project and acceptance of the final report by CPCB.

Evaluation of Technical Proposals

3.5.2 CPCB will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and marking system as specified in the document. Each responsive proposal will be given a technical score (*St*). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the criteria of minimum technical score as indicated in the document.

Public Opening and Evaluation of Financial Proposals; Ranking

3.5.3 After the evaluation of the Technical bids, Central Pollution Control Board shall notify those bidders whose proposals did not meet the criteria of minimum qualifying mark or were considered non-responsive to the RFP **and** Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. Central Pollution Control Board shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification will be sent by electronic mail only.

3.5.4 The Financial Proposals shall be opened in the presence of the bidders' representatives who will choose to attend. The name of the bidders, scores obtained, and proposed prices shall be read aloud and recorded when the Financial Proposals shall be opened.

3.5.5 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100. The financial scores of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T + P = 1$) indicated in the document: $S = S_t \times T\% + S_f \times P\%$. The bidder achieving the highest combined Technical & Financial Score will be invited for negotiations on the technical bid only.

3.6. NEGOTIATIONS

3.6.1 Negotiations, if required, will be held at the address indicated in the document for the Technical proposal only. The aim is to reach agreement on all points and sign a contract.

3.6.2 Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. Central Pollution Control Board and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to get the most which the firm can offer within the available budget and to clearly define the inputs required from CPCB to ensure satisfactory implementation of the Assignment.

3.6.3 In the above negotiation, decision of Central Pollution Control Board will be final and binding on the Bidders.

3.6.4 Having selected the firm on the basis of, among other things, an evaluation of the proposed key professional staff, expects to negotiate a contract as above on the basis of the experts named in the Proposal. Before contract negotiations, Central Pollution Control Board will require assurances that the experts will be actually available. CPCB will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

3.6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, CPCB and the firm will initial the agreed contract. If negotiations fail, CPCB reserves the right to invite firm whose proposal received the second highest score to negotiate a contract suitably.

3.7. AWARD OF CONTRACT

3.7.1 The contract will be awarded on the basis of the composite points as mentioned in document. Central Pollution Control Board will notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the evaluation.

3.7.2 The firm is expected to commence the Assignment on the date and at the location specified in the document as per **PERT Chart provided by firm.**

3.8. CONFIDNETIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the proposal, until the winning firm has been notified that it has been awarded the contract.

3.9. DELAY IN THE CONSULTANT PERFORMANCE

3.9.1 A. The Consultant shall carry out the assignment under the contract within the time schedule specified by CPCB in the Schedule of Requirements and as incorporated in the contract.

B. Subject to the Force Majeure provision under clause 9.3 of this section, any unexcused delay by the consultant in maintaining its contractual obligations towards carrying out the project shall render the consultant liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Termination of the contract for default.

C. If at any time during execution of the contract, the consultant encounters conditions hindering timely completion of project, the Consultant shall promptly inform CPCB in writing about the same and its likely duration and make a request to CPCB for extension of the deliverable schedule accordingly. On receiving Consultant's communication, CPCB shall examine the situation as soon as possible and, at its discretion, may agree to extend the deliverable schedule, with or without liquidated damages for completion of Consultant's contractual obligations by issuing an amendment to the contract.

3.9.2 Liquidated damages

- a. Subject to Clause 9.4 of this Section (Force Majeure), if the bidder fails to complete the project within the time fixed under the contract, the CPCB shall without prejudice to any other rights and / or remedy as may be available to CPCB under the Contract, shall deduct from the Contract value as an agreed liquidated damages amount @ 1.0 % of value of unexecuted work per month or part thereof until actual completion, subject to a maximum of 10% of the contract value.
- b. The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Consultant under this or any other contract with CPCB.

3.9.3 Termination for default and insolvency

- a. CPCB may, without prejudice to any other contractual rights and remedies available to it (CPCB), by written notice of default sent to the Consultant, terminate the contract in whole or in part, if the Consultant fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by CPCB.
- b. If the Consultant becomes bankrupt or otherwise insolvent, CPCB reserves the right to terminate the contract at any time, by serving written notice to the Consultant without any

compensation, whatsoever, to the Consultant, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to CPCB.

3.9.4 Force Majeure

Consultant shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire frost, floods, riots and acts of usurped power. Only those causes which have a duration of more than 7 calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the Consultant shall refund any amount advanced by CPCB and deliver back any material issued to him by the CPCB and release facilities, if any, provided by the CPCB.

3.10 Amendment of the Agreement:

No amendment or modification in the agreement shall be valid unless the same is made in writing by the parties or their authorized representatives and specifically stating the same to be an amendment in Agreement. The amendment shall be effective from the date on which they are made/executed, unless otherwise agreed to.

3.11 Resolution of disputes

In the event of any dispute or difference(s) between the parties hereto, such disputes or differences should be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or differences shall be referred to Arbitration of Sole Arbitrator, to be appointed by the Chairman, CPCB. The venue of such Arbitration shall be at Delhi, India. The Language of Arbitration proceedings shall be in English. The arbitrator shall pass their Award in writing with reason, which shall be final & binding on the parties. The parties to the agreement shall share the cost of Arbitration equally. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Subject as aforesaid, provision of the Arbitration & Conciliation Act, 1996, as amended from time to time and the Rules made there under and for the time being in force shall apply to the Arbitration proceeding.

3.12 Applicable Law and Jurisdiction

The contract shall be governed by the Laws of India for the time being in force. The court of Delhi, India shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Agreement

3.13 CLAUSE REFERENCE

3.13.1 The name of the Client is Central Pollution Control Board, CPCB invites services of professional reputed consultant firm/Organizations who has adequate experience and qualified people to conduct Noise Mapping in Delhi.

3.13.2 The method of selection is: Quality and Cost Based Selection (QCBS).

3.12.3 Technical and Financial Proposal are requested: Yes

3.13.4 The name, objectives and description of the Assignment are:

A. Name of the Assignment: Consultancy Services for “NOISE MAPPING, HOT SPOT IDENTIFICATION AND MITIGATION PLAN FOR NOISE POLLUTION CONTROL IN DELHI.”

B. Objectives and the description of the Assignment: As detailed in this document and Terms of Reference.

3.13.5 The name, address and telephone/numbers of CPCB Officer is:

Shri N K Gupta, Scientist ‘E’ and Divisional Head, UPC-I, CPCB
Central Pollution Control Board,
East Arjun Nagar, Delhi- 110032
Phone: 011-43102306, 9868216558
E. mail: upc1.cpcb@gov.in

3.13.6 Clarifications may be requested in the Pre-bid meeting. Each potential bidder will be called separately for clarifications and CPCB reserves the right to issue any amendment, if necessary.

3.13.7 Proposal should be submitted in English.

3.13.8 Proposals shall remain valid for a period of 90 days from the date of opening of financial bids.

3.14.1 EVALUATION CRITERIA FOR TECHNICAL BIDS

S.No	Item / Merit	Marks
1	Specific experience of the consultants related to the Assignment	20
	Sub-Category	
	Experience in advisory or consultancy services of PSU's/Govt. / reputed private or Limited Companies projects relevant to the engagement	10
	05 years of experience in Noise Mapping activities in India	10
2	Adequacy of the proposed work plan and methodology for Noise Mapping activities in response to the TOR including presentation on methodology proposed	20
	Availability of Logistics / Infrastructure for Noise Mapping as per criteria mentioned in TOR	10
3	Qualifications and competence of the key staff for the Assignment	50
	Sub-Category	
	Team Leader Total Work Experience: Should have advisory / Consultancy experience including experience of working in the matters of Noise Mapping *1 Marks for Each year Experience and Maximum 15 Marks	15
	Acoustic Expert: Specific Experience: Should have experience of advisory / Consultancy experience including experience of working in the matters of Noise Mapping *1 Marks for Each year Experience and Maximum 15 Marks	15
	GIS Expert: Specific Experience: Should have advisory/consultancy experience on Noise Mapping activities preferably in Service Sector/PSU'S/ reputed companies. *1 Marks for Each year Experience and 10 Marks Maximum	10
	Environmentalist: Should have advisory experience on Noise Mapping activities preferably in Service Sector/PSU's/ reputed companies in India. *1 Marks for Each year Experience and 10 Marks maximum	10
5	TOTAL	100
	The minimum technical score required to pass is	75 Points

3.14.2 The formula for determining the financial scores is the following:

$[Sf = 100 \times Fm/F]$, in which Sf is the financial score, Fm is the lowest price, and F is the quoted price]

The weights given to the technical and Financial Proposals are: T(Technical) = 0.65, AND F(Financial) = 0.35

3.14.3 Number of marks to be given under each of the evaluation criteria, mentioned above will solely depend on CPCB assessment of the factors for the bidders based on the documents submitted by them, which shall be final and has to be accepted by the bidder without any representation or dispute, etc. at any stage or even after the finalization of the contract.

SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS

- 4A Technical Proposal submission form.
- 4B Firm's references.
- 4C Description of the methodology and work plan for performing the assignment.
- 4D Team composition and task assignments.
- 4E Format of Curriculum Vitae of proposed professional staff.
- 4F Activity (work) schedule.

**4A. TECHNICAL PROPOSAL SUBMISSION FORM
(Letter head of the Firm)**

(Name and address of the CPCB)

[Location, Date]

REF: RFP NO.

OPENED ON

Dear Sir,

Sub: Consultancy Services for Noise Mapping, Hot Spot Identification and Mitigation Plan for Noise Pollution Control in Delhi

We, the undersigned, offer to provide the consulting 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 sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed resources and work plan.

We understand that CPCB is not bound to accept any proposal and reserves the right to reject any or all the proposal(s) without assigning any reason. We abide by all the Terms and Conditions mentioned in the tender document.

Yours sincerely,

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

4 B. FIRMS'S REFERNECES

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 companies within an association, was legally contracted. Provide the reference assignments done in the last five years (minimum 5 years) of which at least 2 (two) must be with Government or semi government organization related assignment.

(Separate sheet may be added, if needed)

Assignment	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 (in Current INR):	

Name of Associated Consultants, if
any: No. of Months of
Professional Staff, provided by
Associated Consultants:

Name of Senior Staff (Director/Coordinator, Team Leader) involved and functions
performed:

Narrative Description of the assignment:

Description of Actual Services Provided by your Staff:

Firm's Name

Company
Seal

Signature:
Designation

N.B.:

- (i) *The above format to be filled in for each assignment separately.*
- (ii) *For description additional pages may be attached, if required.*
- (iii) *Copies of reports may be submitted; if required.*

4 C. DESCRIPTIONS OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Firm's Name

Company

Seal

Signature: Designation:

N.B.:

To be descriptive along with flow chart, PERT – CPM, bar diagram, Pie Chart etc. and additional pages may be attached.

4 D. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Sl. No.	Name	Qualification	Experience	Position	Task
1					
2					
3					
4					
5					
6					

2. Support Staff

Sl. No.	Name	Qualification	Experience	Position	Task
1					
2					
3					
4					
5					
6					

**4 E. FORMAT OF CURRICULUM VITAE (CV) FOR TEAM LEADER OF
PROPOSED PROFESSIONAL STAFF**

Proposed Position : _

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm / Entry:

Nationality :

Membership in Professional Societies:

Detailed Task Assigned:

Key Qualification:

[Give an outline of staff member's in-depth and successful experience and training most pertinent to tasks on assignment]

Education:

[Summarize college/university and other specialize/management/professional education of staff member, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held/ by a 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 given types of activities performed and client references, where appropriate.

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 me, my qualifications, and my experience.

Date

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

Full name of the staff member

Full name of the authorized representative

4. F ACTIVITY (WORKS) SCHEDULE

A. Activity Schedule

Sl
No.

Item of activity (Works)

1st 2nd 3rd 4th 5th 6th 7th 8

B. Completion and Submission Reports

Reports:

Programme (Date)

1. Inception Report

SECTION 5. FINANCIAL PROPOSAL – STANDARD FORM

Financial Proposal submission form.

SECTION 5. FINANCIAL PROPOSAL – STANDARD FORM

(Letterhead of the firm)

To :

Name and address of the Client (CPCB)

Sub: Noise Mapping, Hot Spot Identification and Mitigation Plan for Noise Pollution Control in Delhi

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal and our Proposal (technical and Financial Proposals). Our financial proposal is for the sum of **Rs. [Amount in words and figures]**. This includes our fees, all expenses and service tax. Detailed break-up is mentioned below:

Sl. No	Component(s)	Price								
1.	Software Expenses [Details of software(s) with validity period to be mentioned]									
2.	Manpower Expense									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sub-SI No</th> <th style="width: 25%;">Designation</th> <th style="width: 25%;">No of persons</th> <th style="width: 40%;">Emoluments</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sub-SI No	Designation	No of persons	Emoluments					
Sub-SI No	Designation	No of persons	Emoluments							
3.	Noise Monitoring Expenses:									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">No of locations to be covered</td> <td> </td> </tr> <tr> <td>Monitoring Charges per location</td> <td> </td> </tr> <tr> <td colspan="2">Sub total</td> </tr> </table>	No of locations to be covered		Monitoring Charges per location		Sub total				
No of locations to be covered										
Monitoring Charges per location										
Sub total										
4.	Other expenses (Miscellaneous) , if any (To be elaborated item-wise)									
	Sub total									
5.	Taxes, as applicable (Item-wise)									
Total										

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.

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

Yours sincerely

(Authorized Signature)
Name and Title of Signatory

[Location, Date]

SECTION 6. TERMS OF REFERENCE

6.1 Background

Central Pollution Control Board (CPCB) in association with State Pollution Control Boards has laid down National Ambient Noise Monitoring Network in 07 metropolitan cities and installed 35 no. of Noise Monitoring System in Mumbai, Delhi, Kolkata, Chennai, Bangalore, Lucknow and Hyderabad (five stations in each) under Phase-I of the programme. The Strengthening of Network had been carried out by adding 35 more stations in the same 07 metropolitan cities during 2014-15

In order to develop management strategies or action plans for major cities and towns this kind of study has been desired since long. CPCB has developed a database of sound levels of 07 cities and to use this database for decision making CPCB felt to take up the study on “NOISE MAPPING, HOT SPOT IDENTIFICATION AND MITIGATION PLAN FOR NOISE POLLUTION CONTROL IN DELHI.”

6.2 INTRODUCTION TO NOISE MAPPING

Noise map is a graphic representation of the sound level distribution existing in a given region, for a defined period. It is similar to a contour map indicating noise levels at different boundaries in an area. It is normally generated using computer software that calculates noise levels from input data such as traffic volume, speed, characteristics of road surface and nearby buildings as well as topography. Mapping can be made about individual noise sources i.e. road traffic, railway traffic, aircraft in flight or industry.

Noise maps are created not only to assess the environmental impact of traffic noise, but also for preliminary assessments of the effectiveness of noise control alternatives that can be adopted. Thus, the noise maps created are helpful for the management of environmental noise. The concept of noise mapping is a model shift from traditional methods of noise monitoring and control as it simulates the noise scenario and can be helpful in deciding noise control measures for reducing noise pollution in urban cities. In recent years, it has become an important and useful tool for environmental noise assessment and control.

6.3 AIMS AND OBJECTIVES

The objective of the Noise Mapping process is to establish country wide approach to avoid, prevent or reduce environmental noise where necessary and particularly exposure levels can induce harmful effects on human health and to preserve existing good quality environmental noise levels. Noise pollution (Regulation and Control) Rules, 2000 are notified by MoEF& CC and responsibilities and restrictions are defined with authorities for further implementation. Under Noise Pollution (Regulation and Control) Rules, 2000, responsibilities are vested with State Governments, District Magistrate, Police Commissioner, or any other officer not below the rank of Deputy Superintendent of Police, as per detail given below:

1. Restriction on the use of Loud Speakers/Public Address system.

2. Restriction on the use of Horns. Sound emitting construction equipment and bursting of firecrackers.
3. Prohibition of continuance of Music Sound or Noise.

The Regulations identify and assign responsibilities to the particular organizations required to produce strategic noise mapping, and to those organizations responsible for development of action plans. The Action Plan will endeavour to manage existing noise environment and protect future noise environment within the action planning area. Management of existing noise environment may be achieved by prioritizing areas for which further assessment and possible noise mitigation may be required. Protection of future noise environment may be achieved by acoustical planning, which further incorporates noise into planning process via measures such as land-use planning, development planning, sound insulation measures, traffic planning and control of environmental noise sources. Benefits of noise mapping are as follows:

- To integrate Noise Action Plans into City and Country Development Plan.
- To ensure compliance of Noise Rules, 2000 and mitigation to be considered during the planning process.
- To ensure compliance with current and future policy and guidelines relating to environmental noise.
- To identify hot spots in the city and incorporation of noise mitigation measures.

Accordingly, CPCB invites proposal for Noise Mapping, Identifying hot spots and noise mitigation measures for City of Delhi.

6.4 LEGAL FRAMEWORK: EXISTING LEGAL PROVISIONS

1) Standards

Standards have been formulated for most of the major sources of noise, as well as ambient levels of noise in different category areas such as Silence Zone, Commercial, and Industrial & Residential Area.

The maximum permissible levels of Noise in Indian Cities as notified by Ministry of Environment & Forests vide its notification no. S.O. 123 (E), (14-02-2000), Noise Pollution (Regulation & Control) Rules, 2000 are as follows:

Area Code	Category of Area/Zone	Limit in dB (A) Leq	
		Day	Night
A	Industrial Area	75	70
B	Commercial Area	65	55
C	Residential Area	55	45
D	Silence Zone	50	40

Note:

1. Day time shall mean from 6 AM to 10 PM
2. Night time shall mean from 10 PM to 6 AM
3. Silence Zone is defined as areas up to 100 meters around such premises as hospitals, educational institutes and courts. The Silence Zones are to be declared by competent authority. Use of Vehicular horns, loudspeaker and bursting of crackers shall be banned in these zones.
4. Mixed categories of areas may be declared as one of the four above mentioned categories by the competent authority.

5. Leq: It is an energy mean of the noise levels over a specific period.
6. **Rule 5A (1) of the Noise Pollution (Regulation and Control) Rules, 2000**

Use of sirens and multi-toned horns on vehicles should be continued to be prohibited in the silence zone and during night time in the residential zone as prescribed under the Noise Pollution (Regulation and Control) Rules, 2000 except during a public emergency

3. **Rule 119(1) and (3) of the Motor Vehicles Rules, 1989**

The sirens and multi tone horns shall be continued to be banned except for Police Van, Ambulance and Fire Brigades

6.5 SCOPE OF WORK

In order to address “NOISE MAPPING, HOT SPOT IDENTIFICATION AND MITIGATION PLAN FOR NOISE POLLUTION CONTROL IN DELHI” imperative pre-requisite and following steps under scope of services are required:

- i. Development of Noise Maps of complete city in terms of day and night equivalent noise levels indicating hot spots areas as per methodology mentioned in next section.
- ii. Collection of primary data comprising of traffic volume data, vehicular speed, road details (type, number of lanes, surface material etc.), building layouts, meteorological data and topographical data for preparation of noise maps.
- iii. Identification and quantification of sources of noise pollution and hotspots in the city.
- iv. Mitigation measures to be suggested for reducing noise pollution in identified locations.
- v. Number of Noise Monitoring Locations to be specified as per methodology.
- vi. Mapping and modelling software(s) to be used for visualization of data on impact areas.
- vii. Noise maps are to be used for communicating the noise situation to stakeholders, inform areas of planning such as construction, traffic & transport and to build a common understanding within the community.
- viii. Software for mapping and prediction to be delivered with proper training to officials of CPCB for infrastructure development and capacity building. Validity of software to be specified.
- ix. Report submission representing Noise Maps, Source identification, hotspots identifications & quantification and mitigation measures.

6.6 METHODOLOGY

The concept of noise mapping involves use of the validated noise model(s) and a GIS software for developing noise maps. In Indian scenario, there is no authorized model(s) that can be used for noise predictions. In such a case, the simulation process is sometimes difficult as foreign models like CoRTN, RLS 90, FHWA TNM, HARMONOISE, Nord 2000 etc. may not predict the exact results. Thus, in such case, it is vital to calibrate these models in Indian scenario or to develop

noise prediction model based on Indian heterogeneous traffic conditions including honking for using them for noise mapping process.

Thus, in Indian scenario, the following aspects pertaining to developing of noise maps for cities is opted as follows:

- a. Noise monitoring will be carried out as per Noise Pollution (Regulation & Control) Rules, 2000 and Amended in 2017.
- b. Manual monitoring will be carried out in the city after dividing city into grid of 3km x 3 km.
- c. Manual monitoring will be carried out in 170 locations approx. by covering major traffic junctions, major market and commercial areas, religious centres , silence zone and industrial clusters. Round the clock monitoring (24 hourly) shall be conducted at each location.
- d. Collection of primary data comprising of Traffic volume data, Vehicular Speed, road details (type, number of lane, surface material etc.), Building Layout, metrological data and topographical data.
- e. Honking incidence / Change of Zone should also be taken under consideration for manifest of hotspot of respective cities.
- f. Sound level data for selected sites shall include day equivalent level, Leq_{day} and night equivalent level, Leq_{night} as per the ambient noise standards. Other Noise indicators viz. $L_{instataneous}$, L_{max} , L_{min} , L_{avg} , L_{10} , L_{50} , L_{90} shall also be evaluated and considered. Traffic Noise Index (TNI) and Noise Pollution Level (N_{LP}) shall also be measured. Measurements will be made with a Type 1 integrating sound level meter with free-field microphone which meets the Accuracy of noise measurement as per IEC 804 (BS 6698) Grade I or ANSI Type I or equivalent IEC 61672-1(2002-05) Class-I.
- g. A combined approach involving use of noise monitoring terminals for noise monitoring of various sites and prediction of ambient noise levels for some points using interpolation algorithms may be exercised. The Noise Monitoring Terminals (NMTs) should be calibrated and traceable to the national standards for accurate and precise results.
- h. Sampling of the number of points for mapping the city may be decided on the basis of various aspects such as identification of the sensitive receptors and noise generating sources; dividing the area into suitable hot spots, grid based sampling and considering etc. In any case, the agency involved in noise mapping should present the selection of number of points in consultation with Municipal Corporations, State Police and State Pollution Control Boards, Research and Academic Institutes and Non-Government Organization.
- i. Site in a city shall be selected such that each category (Industrial Commercial/ Residential/ Silence zone) of zone covered. At locations close to major site activities (construction/vehicular traffics/industrial/trains/crackers) which are likely to have noise impacts. Close to the any domestic premises, hotel, hostel, temporary housing accommodation, hospital, medical clinic, educational institution, place of public worship, library, court of law, performing arts center etc. shall be considered for monitoring.
- j. The development of noise maps must be helpful in deciding the noise control measures for reducing the ambient noise levels within prescribed limits.
- k. Foreign models need to be validated as per Indian Scenarios for developing noise maps. In such scenario, the simulated results or noise map must be verified with actual measurements for at least sites. Pre-requisite of software city maps, vehicular flow, traffic survey need to be carried out.
- l. An assessment point is a physical location at which noise levels need to be calculated or measured for the purpose of producing data to comply with the requirements of the ambient noise standards of India. Such assessment points should reasonably provide a basis for noise scenario for all the four different zones in Delhi w.r.t ambient noise standards.

Exercise of Noise mapping is being carried out first time in such scale and therefore, it is recommended that maps shall be created considering above aspects and accordingly hotspot are identified and mitigation plan shall be devised.

6.7 DELIVERABLES AND ENVISAGED BENEFITS

The consultancy firm involved in noise mapping should present noise maps of complete city in terms of the day and night equivalent noise levels. Also, a comprehensive report mentioning the hot spots identified, major sources of noise pollution, the range of ambient day and night levels and their compliance with the ambient noise standards of India should be clearly pointed out.

The control measures should also be clearly identified and effect of such measures on the ambient noise levels using a simulated noise scenario should be presented so that suitable remedial measures can be planned by authorities.

Workshop with stakeholders indicating findings of study shall be organized indicating final outcome of study, source identification and mitigation measures for noise pollution.

6.7.1 TRAINING TO CPCB OFFICIALS

The consultant shall provide 02 days in-depth training on Models, Noise Mapping and Software to 05 officers at his own cost. The training should cover all software aspects in respect of Noise Mapping.

6.7.2 SCHEDULE FOR COMPLETION OF TASKS

A maximum of one-year time from the date of award of the project is allotted for the submission of draft final report and one month for submission of Final Report after getting comments from CPCB on draft report.

6.8 SUPPORT OR INPUTS TO BE PROVIDED BY CPCB

Authorization letter will be issued in favour of the consultancy firm for collection of data through various departments for in-depth study.

6.9 FINAL OUTPUTS TO BE SUBMITTED

- Comprehensive report shall be prepared separately and a consolidated summary of each zone will be compiled as a separate compendium. The Consultant shall submit 3 colored copies of final draft report along with soft copy after completion of the project.
- The final report will be accepted by the CPCB after presentation at CPCB – HO, Delhi.

- The Consultant shall submit 5 colored copies of final report along with Soft copy. The executing agency shall provide the analysis data in MS Excel as well as in MS word.

Software's / devices (with validity) procured for Noise Mapping study shall be handed over to CPCB along with suitable training to CPCB officials after completion of study.

This must be clearly noted that all the information, findings and data generated or collected during the execution of the Project by the Consultant Firm shall be treated as confidential and sole property of CPCB and findings of the study shall not be shared with anybody or published without prior permission of CPCB. Violation of this clause shall attract action against the Consultant firm as per rules.

6.10 LOGISTICS

- Consultant must be equipped with appropriate Number of Type I Sound Level Meter and latest version of Software / Foreign models validated as per Indian Scenarios for developing noise maps.
- The consultant must have one-third number of total requirement of Type I Sound Level Meter and Software / Foreign models validated as per Indian Scenarios for developing noise maps.

6.11 TEAM COMPOSITION AND QUALIFICATION REQUIREMENTS

6.11.1 Team Composition

S. No.	Position
1.	Team Leader
2.	Acoustic Expert
3.	GIS Expert
4.	Environmentalist

Supporting Staff

S. No.	Position	Nos.
The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their own level		
1.	Surveyor	To be Specified
2.	Staff required for Field Monitoring	
3.	Data Entry Operator	

CPCB shall not bear any responsibility for the personnel engaged under the project.

6.11.2 Qualification of Key Expert

Expert Title	Qualification and Skills	Experience
Team Leader	Graduate in Engineering or Post Graduate in Management/ Master's in Planning. Experience in leading the team	Responsible for overall management and administration of the project Collection of Information and Coordination of Noise Monitoring Performance Monitoring and Reporting System; Assist in resolving contractual issue during implementation; Preparation of Report; Scheduling and ensuring timely mobilization/demobilization of team members
Acoustic Expert	Graduate in Engineering Experience in Noise Contouring and Mapping projects	In preparing Noise Contour and Noise map Identification of sources of noise Noise Mitigation measures Statistical Analysis of Sound Level Data
GIS Expert	Graduate in Engineering Experience in Contouring and Mapping projects Certification of GIS expert from reputed institute	GIS tools and maps Integrating GIS map with database of sound level data
Environmentalist	Graduate in Civil Engineer / Environmental Engineer Experience in control of pollution related field.	Conducting Ambient Noise Monitoring Statistical Analysis of Sound Level Data Understanding of Sound Level data and interlinking of Sources

6.12 PAYMENT TERMS

Payment to the Consultancy shall be made as per following terms and conditions:

1. 30 % on award of work

(For private firms against bank guarantee of the similar amount valid beyond 90 days from the completion of work.

(For Govt organization without bank guarantee)

2. 20 % on submission of first draft report
3. 20 % on submission of concluding report.
4. 30% on acceptance of final report by CPCB.

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 whatsoever.

6.13 ROLE OF CPCB

- All relevant data available with CPCB shall be shared with the Consultant.
- To collect the data from other sources, letters to concerned authorities will be given by CPCB. However, it shall be responsibility of the Consultant to interact with other departments and ensure collection of requisite data.
- CPCB will extend logistical support to consultant for conducting workshops.
- CPCB will share desired siting criteria and Protocol for Ambient Noise Monitoring

6.13.1 PROJECT MONITORING BY CPCB

A review Committee will monitor the project progress and outputs. This Review Committee will be formed by CPCB. The committee shall consist of representatives from concerned fields.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made onday of the month of2022, between, CPCB, a regulating agency under Ministry of Environment, Forest & Climate Change , Government of India, acting through Shri, (Designation of the officer of CPCB, MoEFCC, Government of India) hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER / SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (consultancy services for the project as mentioned in RFP) and the BIDDER/Seller is willing to offer the services 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 works under the ageis of MoEFCC , 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 services /equipments/software 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.

2. 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:-

3.1 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.

3.2 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.

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

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

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

the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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.

3.13 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**

4.1 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.

4.2 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**

5.1 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.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 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.

6. **Fall Clause**

6.1 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.

7. **Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 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.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

8. **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.

9. **Law and Place of Jurisdiction**

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

10. **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.

11. **Validity**

11.1 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.

11.2 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.

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

BUYER

BIDDER

Name of the Officer.

CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY

Designation
Deptt./MINISTRY/PSU

Witness

Witness

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

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

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.
