

E-TENDER DOCUMENT

For

“Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment”



**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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Notice Inviting Tender

1. 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: -
2. **Name of Work:** - project on "Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment".

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	Review of Environmental standards of Caustic Soda industry (Membrane cell) and preparation of COINDS on Caustic soda
Estimated Cost of the Project	Rs 25,00,000/-
Duration of the Project	01 Years
Date of Publishing of Tender	28.04.2023 17.30 hours
Bid download / Bid submission start date	28.04.2023 17.30 hours
Last Date of Bid Submission	29.05.2023 15.00 hours
Technical Bid Opening Date	30.05.2023 15: 00 hours
Bid opening Venue	CPCB Monday May 30, 2023 (Tuesday)-15:00 hrs

3. DOCUMENTS REQUIRED TO BE ATTACHED IN THE TECHNICAL BID:

- (a) Organization should have at least 5-year experience in environmental monitoring /Environmental damage assessment/ Environmental Compensation and should submit documentary proof.
- (b) The organization should have completed at least 2 projects on environmental damage assessment/ Environmental Compensation studies.
- (c) Should have valid GST registration and PAN card number.
- (d) 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).
- (e) The laboratory deputed for analysis of samples should be NABL/ ISO 17025 accredited or EPA recognized under Environment (Protection) Act, 1986 for analysis of pollutant parameters
- (f) The organization shall have minimum 5 scientific/ technical personal (on pay roll) having qualification of M.Sc./ B. Tech or above and having at least 02 years of experience of environmental monitoring/ Environmental damage assessment/ Environmental Compensation studies.
- (g) Specific Experience relevant to the assignment with documentary proof
- (h) The Technical approach and methodology document of the above project

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

4. MODE OF SUBMISSION OF TENDER

The tender shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> latest by **15.00 Hrs. on 29.05.2023**. The same will be opened **15.00 Hrs. on 30.05.2023**. Tenderer/Contractor are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the Annexure "A" 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. OPENING OF TENDER

The tender i.e. technical bid will be opened in CPCB, at 15.00 hrs on 30.05.2023. 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 technically qualified.**

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, 5 year of work experience, at least 2 number of projects completed and other credentials like project completion certificate of any Central Government / State Government Undertaking /Organisation etc.

6. The firm should quote rate and amount in the figures as well as in words. The amount for each item should be worked out and the requisite totals given.
 - b) Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, "Rs." should be written before the figures of rupees and "P" after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word "Paise" should be written at the end. Unless the rates is in only rupees and followed by the words 'only' it should invariably be upto two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.
 - c) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates figures and words. However, if a discrepancy is found, the rates which correspond with an amount worked out by the contractor shall be taken as correct.
 - d) If the amount of an item is not worked out by the contractor it does not correspond with the rate written either in figure or in words than the rate quoted by the contractor in words shall be taken as correct.
 - e) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
7. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

CPCB reserves itself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

8. 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.
9. All rates to be quoted in the proper form in the tender.

10. 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.
11. On acceptance of the tender, the name of the accredited representative (s) of the firm who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
- 12. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for cancel the tender.**
13. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after work is awarded, he will have to enter into an agreement for each component or part with CPCB.
14. 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.
15. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.

LETTER SUBMITTING TENDER

To

The Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi – 110 032

Sir,

With reference to the tender invited by you for the project on **“Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment”** at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.” I/We do hereby offer to execute the project at the respective rates’ including sampling and monitoring cost mentioned in the Bill of Quantities. I/We have read the ToR(Terms of reference), Terms & conditions of Project /contract, Sampling and Monitoring of different parameters . I/We agree to finish the whole of the works within one year as specified in the tender.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

Name of partners of the firm

Name of Bankers

Tenders submitted on

TERMS OF REFERENCE

Project on assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment.

1.0 INTRODUCTION:

It was observed by Central Pollution Control Board (CPCB) during inspection that two chemical industries (a Dye & Dye Intermediate & another Pigment manufacturing industry) situated in Madhya Pradesh were discharging untreated trade effluent into the drain thereby polluting the river.

According to the office order dated 04.09.2019 issued by CPCB regarding policy for levying Environmental Compensation on industries, in case of Intentional discharges to the environment (land, water and air) resulting into acute injury or damage to the environment, the Environmental Compensation (EC) may be levied based on the detailed investigations by expert institutions / organisations.

In view of this CPCB plans a detailed investigation by expert institutions / organisations for assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment.

2.0 OBJECTIVES OF THE STUDY:

The objectives of the study are as follows:

1. Assessing the amount of Environmental Compensation that shall be imposed on aforementioned 02 industries for causing damage to the environment;
2. Suggestion of remediation plan.

3.0 SCOPE OF WORK

To achieve the above said objectives, the following scope of work is envisaged:

(A) Collection / Collation of information (General)

1. General details including date of commissioning of the industries, raw materials used, production process, types and quantities of different products of both units.
2. Chemical reactions / steps of reaction during operation.
3. Assessment of the polluting compounds and constituents of concern.
4. Characteristics of effluent, Effluent sources and priority pollutants at various point and non-point sources and technologies adopted to control pollution.
5. Characteristics of wastewater and wastewater management practices.

(B) Detailed inspection of site

Phase-I: Screening.

1. The constituents of concern or the parameters for assessment of contaminated soil, sediments and ground water may be selected based on raw material used, process intermediates, trade effluent characteristics and final products.
2. Expected polluted / contaminated sites based on the path of flow of pollutants shall be assessed.
3. Collection of soil, sediment and water samples and their laboratory analysis shall be done.
4. Reference Document on Identification, Inspection and Assessment of Contaminated Sites, published by CPCB and available at website link: https://cpcb.nic.in/uploads/hwmd/CPCB_guidelines_contaminatedsites.pdf shall be referred for sampling methodology. Number of samples and methodology of sampling shall be in accordance with the above mentioned Reference Document.

Phase II- Environmental damage assessment

1. Environmental damage shall be assessed separately for both of the aforementioned industries.
2. Respective Environmental Compensation which has to be imposed on the two industries shall be calculated.

Based on this study, requirement of further study on damage assessment and need for remediation shall be decided.

Monitoring Basis for Project

Parameters			
Groundwater/ water	Surface	Soil/Sediment	Surface water
BOD, COD, TDS, Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern		Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern	BOD, COD, TDS, Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern

The no. of samples that have to be collected may be decided based on preliminary screening study.

For sampling methodology, "Reference Document on Identification, Inspection and Assessment of Contaminated Sites", published by CPCB and available at website link: https://cpcb.nic.in/uploads/hwmd/CPCB_guidelines_contaminatedsites.pdf shall be referred for sampling methodology. Number of samples and methodology of sampling shall be in accordance with the above mentioned Reference Document.

- Analysis of heavy metals for soil/sediment samples shall be done in total concentration (not in TCLP/WET extraction methods for soil/sediment samples).
- Analysis of the soil/waste/sediment/groundwater/ surface water samples will be followed by standard methods of APHA and USEPA and the said samples

shall be analyzed in NABL accredited and Environment (Protection) Act, 1986 recognized labs.

- Analysis results shall be compared with available screening & response levels or standard for soil/ sediment/ groundwater/ surface water, so as to ascertain the level and extent of contamination at the site.
- In case of Hazardous waste samples, the samples shall be compared with Schedule-II of Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and amended thereof.

Time Schedule

A maximum of **One year** is allotted for the submission of final draft report to the Central Pollution Control Board from the date of receipt of first installment. The final report shall be presented before the expert committee meeting .

Estimated Budget: Rs 25 Lakhs

Mode of Execution

The project shall be executed on MOU/Agreement basis. The interested Private firms or their consortium / Institutes including CSIR institutions / IITs / Universities/ International reputed firms may indicate the concept and submit an approach paper along with cost of project, cost break-up in different heads i.e. manpower, analysis charges, transportation, laboratory facilities etc.

Terms of Payment:

1. The quoted fee shall include GST / other applicable taxes.
2. 40 % of the fee shall be paid by CPCB within one month of the inception of the project.
3. 60 % of the fee shall be paid by CPCB within one month of submission of the final report.
4. All the payments shall be made through cheque / demand draft / online mode.
5. Statutory tax deductions will be made, at the source, as per law.
6. The institution will submit to CPCB the certificate of utilization of received payment within one month after utilization of each installment of payment. Next installment of payment will be released only after receipt of utilization certificate of previous installment. The unspent amount, if any, will also be refunded to the CPCB.

Service Level Agreement

Apart from the conditions stated in the scope of work, the following shall be strictly abided:

1. Institute shall not outsource the study (except for analysis of samples, if required).

2. Collected samples shall be analysed in EPA recognized / NABL / ISO 17025 accredited laboratories.
3. Institute should have experience of completing at least two studies w.r.t. assessment of environmental damage / calculation of environmental compensation;
4. The institute should provide documentary evidence of prior studies to CPCB.
5. The assessment report should only be communicated to CPCB. The assessment report should not be published without prior written permission from CPCB.
6. The assessment reports should not be shared with any other organization / industry.
7. The assessment reports shall be submitted in physical copy as well as by Email to CPCB.
8. Final report containing compilation of all the assessment reports shall be submitted to CPCB within **12 months** from the inception of the project.

Terms and Conditions

- i. The Executing agency shall carry out the monitoring, sampling and analysis during the period as mutually agreed upon.
- ii. The list of identified parameters for which monitoring, sampling and analysis work shall be carried out shall be finalized after preliminary visit.
- iii. **Details of Project Team suitability & experience.** The proposal should contain the details of the infrastructure/ relevant experience of organization in the field of Environmental Damage Assessment/ Environmental Compensation/ laboratory facilities available with the interested party or third party (in case of outsource 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. **Eligibility Criteria:**
 1. The organization should have at least 5-year experience in environmental monitoring /Environmental damage assessment/ Environmental Compensation.
 2. The organization should have completed at least 2 projects on environmental damage assessment/ Environmental Compensation studies.
 3. The organization shall have minimum 5 scientific/ technical personal (on pay roll) having qualification of M.Sc./ B. Tech or above and having atleast 02 years experience of environmental monitoring/ Environmental damage assessment/ Environmental Compensation studies.
 4. The laboratory deputed for analysis of samples should be NABL/ ISO 17025 accredited or EPA recognized under Environment (Protection) Act, 1986 for analysis of pollutant parameters

iv. Minimum eligibility for qualification for 'Technical Bid' is given below-:

Sl. No.	Criteria	Maximum Weightage
1.	Work experience of organization	10
2.	Specific work Experience of the organization relevant in the field of Environmental damage assessment/ Environmental Compensation with documentary proof	25
3.	Technical approach and methodology	10
4.	Qualification and competence of key staff with documentary proof	25
5.	No. of scientific and technical persons	10
6.	Facilities for analysis of parameters	10
7.	Presentation before Scientific And Technical Evaluation Committee of CPCB	10

Agency(ies) qualifying overall weightage more than 70 for technical bid, will only be considered for financial bid(s).

- v. The agency can quote rates in lump sum for full project i.e. consultation and analysis costs.
- 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: $F = 100 \times (F_m / F_b)$ 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 70:30 w.r.t. technical bid and financial bid respectively.
- ix. All the shortlisted organisations are required to give technical presentation at CPCB, Delhi and technical presentation will be a part of technical evaluation of the bids.
- x. **The Executing agency shall deposit 10% of the project cost as performance 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 for efficient monitoring and sampling works.
- xiii. The Executing Agency shall also provide the monitoring schedule to the concerned 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 E-mail (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. Any 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.

Financial bid

S.N.	Description of items	Qty	Rate (Rs.)	Amount (Rs.)	
				In figure	In words
1.	“Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment”	01			
	GST				
	Grand Total				

Grand Total amount Rs. =

(Signature of authorised representative with stamp)

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 “**Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment**” 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.....) 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 thisday 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 of.....2023.

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 D. Gouda, Div. Head, IPC-I Division. upto 15.00 hrs **29.05.2023** on 011-43102420 or dinabandhu.cpcb@nic.in.
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 “Assessing the amount of Environmental Compensation that may be levied on the 02 industrial units for causing damage to the environment” 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

Between

CENTRAL POLLUTION CONTROL BOARD (CPCB) hereinafter referred to as

"The Principal"

And

----- hereinafter referred to as **"The Bidder / Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for "-----" The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of each employee which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the chief vigilance officer and in addition can initiate disciplinary actions.

Section 2-Commitments of the Bidder (s) /Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other persons of the firm, offer a promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidders)/Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information and document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically

d. The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals. If any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractors(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s) / Contractor (s) will not instigate third persons to commit the offence outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the " Guidelines on Banning of business dealings".

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damage of the contract value of the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that would justify his exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings ".

Section 6- Equal Treatment of all Bidder (s) / Contractor (s) / Sub - Contractor (s)

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors, and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal Charges against Violation Bidder(s)/Contractor(s)/sub-contractor(s)

If the Principal obtains knowledge of the conduct of a bidder, contractor, or sub-contractor, or often employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the chain of the Chief Vigilance Officer.

Section 8- Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, CPCB.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentially. The monitor has also signed declaration on Non-Disclosures of confidential information and of Absence of Conflict of Interest. In case of any Conflict of interest arising at a later date, the IEM shall inform Chairman, CPCB and recuse himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he /she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairman, CPCB within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Chairman CPCB, a substantiated suspicion of an offence under relevant IPC / PC Act, and the Chairman CPCB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word ' **Monitor** ' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- i. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- ii. Changes and supplements as well as termination notices need to be made in writing Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- iv. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- v. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- vi. In the event of any contradiction between the Integrity pact and its Annexure, the clause in the Integrity Pact will prevail.

11. The parties hereby sign this Integrity Pact at
.....ON.....

BUYER

BIDDER

Name of the Officer.
Designation

CHIEF EXECUTIVE OFFICER

Deptt./MINISTRY/PSU

Witnesses

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

Witnesses

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

Settlement of Dispute and Arbitration

- I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award.

Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

- II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.
- III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
- IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such

compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

CPCB

CONTRACTOR/BIDDER

Witnesses

- 1.
- 2.

Monitoring Basis for Project

Parameters			
Groundwater/ water	Surface	Soil/Sediment	Surface water
BOD, COD, TDS, Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern		Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern	BOD, COD, TDS, Relevant Heavy Metals, Phenolic Compounds, Relevant Constituents of Concern

The no. of samples that have to be collected may be decided based on preliminary screening study.