



REQUEST FOR PROPOSAL

Selection of Vendor for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling of CAAQMS/CEMS/EQMS data through Client-Server System from Industries located across Chhattisgarh State- Phase II (Second Call)

Chhattisgarh Environment Conservation Board
(CECB)

Chhattisgarh Environment Conservation Board (CECB)

Paryavas Bhavan, North Block Sector-19,

Atal Nagar-Nava Raipur, Chhattisgarh 492002

E-mail:

Website:

IMPORTANT NOTE & TENDER NOTICE

Chhattisgarh Environment Conservation Board (CECB) invites bids for Selection of Vendor for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling of CAAQMS/CEMS/EQMS data through Client-Server System from Industries located across Chhattisgarh State- Phase II. All bids should be addressed to:

Member Secretary,

Chhattisgarh Environment Conservation Board (CECB),

Paryavas Bhavan, North Block Sector-19,

Atal Nagar-Nava Raipur, Chhattisgarh 492002

Bids received after the due date will be rejected.

The document can be downloaded from the website <https://www.enviscecb.org> or <https://eproc.cgstate.gov.in> The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. Bidders must ensure that they submit all the required documents indicated in the tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

Chhattisgarh Environment Conservation Board (CECB) reserves the right to accept or reject in part or full any or all the offers without assigning any reasons.

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Chhattisgarh Environment Conservation Board, hereinafter referred to as CECB, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chhattisgarh Environment Conservation Board (CECB), their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Chhattisgarh Environment Conservation Board (CECB), their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. Chhattisgarh Environment Conservation Board (CECB) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

LIST OF ABBREVIATIONS

CAAQMS	Continuous Ambient Air Quality Monitoring System
CEMS	Continuous Emission Monitoring System
EQMS	Effluent Quality Monitoring System
SDC	State Data Center
CECB	Chhattisgarh Environment Conservation Board

TABLE OF CONTENTS

1. FACT SHEET	8
2. INTRODUCTION	10
3. ELIGIBILITY CRITERIA	11
3.1. Pre-Qualification:	11
3.2. Technical Evaluation:	14
4. INSTRUCTIONS TO BIDDER	19
4.1. General	19
4.2. Compliant Tenders/ Completeness of Response	19
4.3. Pre-Bid Meeting & Clarifications	19
4.4. Key Requirements of the Bid	21
4.5. Preparation and Submission of Proposal	22
4.6. Evaluation Process	22
4.7. Prequalification and Technical Proposal	25
4.8. Modification and withdrawal of Bids	25
4.9. Proposal Forms	26
4.10. Local Conditions	26
4.11. Contacting the Chhattisgarh Environment Conservation Board (CECB)	26
4.12. Eligibility Criteria	26
4.13. Tentative Schedule of Events	27
4.14. Opening of Proposal	27
4.15. Deciding Award of Contract	27
4.16. Confidentiality	28
4.17. Execution of Agreement	29
4.18. Duration of the contract:	29
4.19. Terms and Conditions: Applicable Post Award of Contract	29
4.20. Penalty	31
4.21. Limitation of Liability	33
4.22. Service Level Agreement (SLA)	33
4.23. Right of monitoring, inspection and periodic audit	34
4.24. Chhattisgarh Environment Conservation Board (CECB)'s Obligations	34
4.25. Information Security	34
4.26. Indemnity	34

4.27.	Milestone, Timeline and Payment Schedule	35
4.28.	Events of Default by the Selected Bidder	36
4.29.	Liquidated Damages	37
4.30.	Dispute Resolution	38
4.31.	Continuance of the Contract:	38
4.32.	Conflict of interest	38
4.33.	Severance	39
4.34.	Governing Language	39
4.35.	“No Claim” Certificate	39
4.36.	Publicity	39
4.37.	GENERAL	39
4.38.	Fraud and Corrupt Practices	41
4.39.	Terms of Payment	43
4.40.	Obligations	43
4.41.	Award of Contract	43
4.42.	Notification of Award	43
4.43.	Contract Period	43
5.	SCOPE OF WORK	44
5.1.	Objective	44
5.2.	Scope of work	44
6.	Penalty	54
7.	Project Timelines	55
8.	Contract Agreement:	55
	ANNEXURE- I	56
	ANNEXURE- II	59
	ANNEXURE- III	60
	ANNEXURE- IV	63
	ANNEXURE- V	66
	ANNEXURE-VI	68
	ANNEXURE-VII	69
	ANNEXURE-VIII	72
	ANNEXURE-IX	78
	ANNEXURE-X	79

ANNEXURE-XI	82
ANNEXURE-XII	84
ANNEXURE-XIII	87
ANNEXURE-XIV	89
ANNEXURE-XV	90
ANNEXURE-XVI	93
ANNEXURE-XVII	95
ANNEXURE-XVIII	96

1. FACT SHEET

S1	Title	Description
1	RFP No.	11/HO/CECB/SCI/CS/E-Tender/2024-25
2	Scope of Work	Design, Develop, Implement and Maintain Integration of data CAAQMS/CEMS/EQMS from various Polluting Industries- Phase II (Second Call)
3	Name of the tender Issuer	Chhattisgarh Environment Conservation Board (CECB)
4	Date of issue of tender document	17-12-2024
5	Last date for sending Pre-Bid Query	20-12-2024
6	Pre-Bid Meeting	A Pre-Bid meeting will be held on 23-12-2024 at 12:00 PM at Chhattisgarh Environment Conservation Board (CECB), Nava Raipur, Atal Nagar-492002, District-Raipur (C.G.)
7	Pre-bid query response would be published on	24-12-2024
8	Last Date for Submission of Bids	07-01-2025
9	Physical submission of EMD (in the form of DD/BG)	07-01-2025 by 03:00 P.M. along with Technical Bid as per instructions of the RFP.
10	Date of Opening of Technical Bids	07-01-2025
11	Date of Presentation	To be informed later through e-mail (if any)
12	Date of Commercial Bid opening	To be informed later through e-mail (Bidder should furnish the e-mail of one authorized representative)
13	Place of Physical Submission of EMD	Chhattisgarh Environment Conservation Board (CECB), North Block, Sector-19, Nava Raipur Atal Nagar-492002, District-Raipur (C.G.)
14	Address for Communication	Member Secretary, CECB
15	Cost of Tender Document	Non-refundable Rs 5000/- (Rs. Five Thousand only) through Demand Draft (in Hard copy in Envelop A) in the name of Member Secretary, Chhattisgarh Environment Conservation Board
16	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakh only). EMD should be submitted in Demand Draft only in the name of Member Secretary, Chhattisgarh Environment Conservation Board: <ul style="list-style-type: none"> • Original copy of the DD should be submitted in Envelop A to Chhattisgarh Environment Conservation Board along with Technical Bid as per instructions in the RFP. • Scanned Copy of the Demand Draft should be uploaded in the e-procurement system through https://eproc.cgstate.gov.in
17	Validity of Proposal	Proposals must remain valid for 180 days after the submission date.
18	Bid Submission	The Bidding will be in three parts through E-Tender system, Two envelopes (Envelop A & B) in Hard Copy as

		well as scanned copy to be uploaded online mode. However, Envelop C (Financial Bid) should be submitted in Online mode only. Refer Section II, Point no. 5 “Procedure for Submission of Tenders”
19	Availability of Tender Document	Tender can be downloaded from https://eproc.cgstate.gov.in or http://www.enviscecb.org .
20	Method of Selection	Quality cum Cost based Selection (QCBS)

2. INTRODUCTION

About this Request For Proposal (RFP)

Chhattisgarh Environment Conservation Board (CECB) invites technical and financial proposals from reputed System Integrators of IT Solution provider who are capable to “Design, Develop, Implement and Maintain integration of CAAQMS/ CEMS/ EQMS data from various Polluting Industries- Phase II” through e-Procurement portal <https://eproc.cgstate.gov.in> as detailed in the Scope of Work in this RFP. The successful bidder will Design, Develop the proposed solution as per requirement mentioned in this RFP and Provide warranty support up to 3 years. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the issuer, important dates and addresses and the overall eligibility criteria for the bidders.

3. ELIGIBILITY CRITERIA

3.1. Pre-Qualification:

The bidders should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

CECB seeks proposals from experienced organisations for participation in tender for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling System for CAAQMS/CEMS/EQMS data from industries located in Chhattisgarh state-Phase II through a client server system.

The pre-qualification criterion is as under:

Sl	Pre-Qualification Criteria	Documents required
1	Legal Entity: The Prime bidder (In case of Consortium not more than 1) should be a company registered in India under companies Act 1956 or partnership firm registered under companies Act 1932 or Indian LLP act 2008, registered with the Service Tax Authorities and operating for the last Five years in IT/ITeS Services as of 31 st March 2024.	Bidder should submit the following: a. RoC b. Copy of Service Tax Registration Certificate.
2	Turnover: a. The Prime Bidder, a single legal entity registered in India, and must have a minimum average annual turnover of not less than Rs. 40 Crore (Forty Crore) in IT/ ITeS Services for the last three financial years (2021-22, 2022-23, 2023-24). b. Bidder should have positive Net profit after tax during each of the last three financial years namely 2021-22, 2022-23 and 2023-24. Note: Turnover in areas other than mentioned above shall not be considered for evaluation	Bidder should submit any of the following: a. Copies of Certified audited Balance sheet/ Profit & Loss statement. OR b. Certificate from the statutory auditor.
3	Experience: The Bidder must have a proven track record of successfully implementing at least one of the following for Supply, Commission & Maintenance of Web Based Solution for Real Time Data Acquisition and Handling System: At least one of the projects should be an integrated turnkey IT- projects of a value not less than Rs. 6 Crores OR At least two (2) projects should be an integrated turnkey IT- projects of a value not less than Rs. 4 Crores each OR	Bidder should submit the following: a. Bidder should submit the PO/ Work orders. b. Project Completion Certificate from the client in case of completed projects.

	At least three (3) projects should be an integrated turnkey IT- projects of a value not less than Rs. 3 Crores each For International/National/State/UT Government Depts./ PSUs in last five years.	
4	The Prime bidder or Consortium Partner whose solution (application software) is proposed must have been assessed and certified for CMMi Level 3 or above. The certificate should be valid for at least a period of one year from the date of submission of the bid.	Valid certificate needs to be attached.
5	Manpower Deployment: The Bidder should have employed at least 25 IT Professionals as on bid calling date. For this purpose, the term 'IT professional' means a person with a graduate degree or a higher qualification in Electronics/ Computer/ IT from a recognized university employed on payroll by the company.	Bidder should submit the self-declaration letter by the authorized signatory.
6	Blacklisting: The Bidder/Consortium partner should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual conditions. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.	Bidder should submit Self declaration that the Bidder is not blacklisted and is not in any legal disputes as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.
7	Local Presence: The Bidder should have a local office as on date of bidding. If the Bidder is not having local presence, it has to open a local office within 30 days from issue of LoI and same must be communicated to CECB for future correspondence.	Proof of Local presence or Bidder should submit self-declaration by the authorized signatory on its company letter head for arranging the same within 30 days from issuance of LOI
8	The bidder should not be a supplier of any Analyzer Instruments related to Continuous emission monitoring, Ambient Air Quality Monitoring or Effluent Monitoring systems. This is to avoid conflict of Interest with respect to data transfer and management at the Central Server.	Bidder should submit self-certified declaration of not being and Instrument/Analyser supplier in the country by the authorized signatory on its company letter head.
9	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 2,00,000/- (Rs. Two Lakh only) The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank.	Rs. 2,00,000/- (Rupees Two lakhs only). EMD may be submitted in Demand Draft in the name of Member Secretary, CECB: 1. Scan copy of DD should be uploaded in eProcurement portal

		<p>along with actual online bid submission.</p> <ol style="list-style-type: none"> 2. Original copy of the DD should be submitted to CECB office between 1:00 PM to 03:00 PM on the last date of bid submission. <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <ol style="list-style-type: none"> 1. Scan copy of BG should be uploaded in eProcurement portal along with actual online bid submission. 2. Original copy of BG should be submitted to CECB office between 1:00 PM to 03:00 PM on the last date of bid submission.
--	--	---

3.2. Technical Evaluation:

Tender Evaluation Committee will evaluate the Technical Proposals of the Pre-Qualified Bidders as per the following criteria:

Sl	Parameter	Max. Score	Required Eligible documents	
1	The Bidder should have Previous Software Services (design/ development of solution) turnkey project experience.	15	Bidder should submit the following: a. Bidder should submit the PO / Work orders. b. Project Completion Certificate from the client in case of completed projects.	
	Project Value			Marks
	Summing up value >=18 Crore of Maximum 3 Project			15
	Summing up value >=12 Crore of Maximum 3 Project			10
	Summing up value >=9 Crore of Maximum 3 Project	05		
	The Prime Bidder, a single legal entity registered in India, and must have a minimum average annual turnover of not less than ₹40 Crore (Rupees Forty Crore) in IT/ ITeS Services for the last three financial years (2021-22, 2022-23, 2023-24). = Rs. 40 Crore - 2 Marks Each additional ₹40 Crores (Rupees Forty Crore) in turnover will be awarded 2 marks, subject to a maximum of 10 Marks.	10	Bidder should submit any of the following: a. Copies of Certified audited Balance sheet / Profit & Loss statement. OR b. Certificate from the statutory auditor.	
	The Prime bidder or Consortium partner whose solution is proposed in the proposal should possess certifications on CMMi-3 (or above), evidence to be submitted in the form of certificate copy submitted: CMMi- Level 3 Certification – 5 Marks CMMi- Level 4 Certification – 7 Marks CMMi- Level 5 Certification – 10 Marks	10	Valid CMMi certificate needs to be attached	
	Every bidder will be given a time slot of 90 minutes to demonstrate the tools, components and resources proposed for the project and demonstrate of the Bidder how to implement the project. Company profile should be limited to 5 slides only; internet connectivity should be arranged by the bidder for demonstration of tools/ components etc. End to End Design of the Application required by CECB.	20	a. Copy of presentation to be submitted. b. Demonstration of required capability by the bidder.	

	<p>Live Demonstration of the capabilities of the Central Server Software demonstrating the following features:</p> <ul style="list-style-type: none"> • Acceptance of multi-client industry side system. • Remote calibration of the Analyzer • Real Time Alerts and SMS • Demonstration of Delayed Data Handling • Demonstration of Analyser Diagnostics Capture in Real Time. • Demonstration of Pre-build Reports and Custom Reports. • Demonstration of Security Features for different logins. • Demonstration of the Integrated Workflow for Industry Communication 						
5	<p>Proposed team and profiles for implementation and rollout, Configuration, Customization and Application development. Below category of individuals must be part of the team.</p> <table border="1"> <tr> <td> <p>1. Project Manager: Experience in management of e-Governance project having value of \geq ₹10 Crores. Minimum Qualification: Should be B.E./ B. Tech/ M.C.A. with MBA/PG Diploma in Business Management. Minimum Experience: At least 8 years of experience and minimum 2 projects of handling e-governance projects with average value of 10 Crore each. Minimum Requirement – 1 Nos. (Onsite)</p> </td> <td> <p>Experience of > 10 yrs.- 3 Marks Experience of 8-10 yrs.- 2 Marks Experience of <8 yrs.- 0 Marks</p> </td> </tr> <tr> <td> <p>2. Solution Architect: Experience in requirement analysis, design, development, customization, and implementation of complex technology solutions. Must have worked on full life cycle implementation of at least one similar project. Minimum Qualification: Should be B.E./ B. Tech/M.C.A. Minimum Experience: At least 5 years of experience working as solution architect in similar project settings.</p> </td> <td> <p>Experience of > 8 yrs.- 3Marks Experience of 5-8 yrs.- 2 Marks Experience of <5 yrs.- 0 Marks</p> </td> </tr> </table>	<p>1. Project Manager: Experience in management of e-Governance project having value of \geq ₹10 Crores. Minimum Qualification: Should be B.E./ B. Tech/ M.C.A. with MBA/PG Diploma in Business Management. Minimum Experience: At least 8 years of experience and minimum 2 projects of handling e-governance projects with average value of 10 Crore each. Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of > 10 yrs.- 3 Marks Experience of 8-10 yrs.- 2 Marks Experience of <8 yrs.- 0 Marks</p>	<p>2. Solution Architect: Experience in requirement analysis, design, development, customization, and implementation of complex technology solutions. Must have worked on full life cycle implementation of at least one similar project. Minimum Qualification: Should be B.E./ B. Tech/M.C.A. Minimum Experience: At least 5 years of experience working as solution architect in similar project settings.</p>	<p>Experience of > 8 yrs.- 3Marks Experience of 5-8 yrs.- 2 Marks Experience of <5 yrs.- 0 Marks</p>	20	CV as per the format given in Annexure-XIII.
<p>1. Project Manager: Experience in management of e-Governance project having value of \geq ₹10 Crores. Minimum Qualification: Should be B.E./ B. Tech/ M.C.A. with MBA/PG Diploma in Business Management. Minimum Experience: At least 8 years of experience and minimum 2 projects of handling e-governance projects with average value of 10 Crore each. Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of > 10 yrs.- 3 Marks Experience of 8-10 yrs.- 2 Marks Experience of <8 yrs.- 0 Marks</p>						
<p>2. Solution Architect: Experience in requirement analysis, design, development, customization, and implementation of complex technology solutions. Must have worked on full life cycle implementation of at least one similar project. Minimum Qualification: Should be B.E./ B. Tech/M.C.A. Minimum Experience: At least 5 years of experience working as solution architect in similar project settings.</p>	<p>Experience of > 8 yrs.- 3Marks Experience of 5-8 yrs.- 2 Marks Experience of <5 yrs.- 0 Marks</p>						

<p>Minimum Requirement – 1 Nos. (Onsite)</p>			
<p>3. Network Administrator: Resource should have valid industry experience and having project experience of at least 2 Government Project as Network Administrator. Minimum Qualification: BE / B. Tech / MCA Minimum Experience: At least 5 years of Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of > 8 yrs.- 3Marks Experience of 5-8 yrs.- 2 Marks Experience of <5 yrs.- 0 Marks</p>		
<p>4. Database Administrator: As per proposed composition of the team. Minimum Qualification: B.E./ B. Tech/M.C.A. Minimum Experience: At least 5 years of experience in relevant role Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of >8 yrs.- 3 Marks Experience of 5-8 yrs.- 2 Marks Experience of <5 yrs.- 0 Marks</p>		
<p>5. Environmental Management Information System (EMIS) Specialist: Experience of using Management Information Systems for real-time environmental data management. Work Experience: At least 5 years of experience of handling data systems, systems integration, reporting and data analysis for similar environmental systems. Minimum Qualification: Masters in environmental engineering/ science Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of >5 yrs.- 3 Marks Experience of 3-5 yrs.- 2 Marks Experience of <3 yrs.- 0 Marks</p>		

<p>6. Instrumentation Specialist: Experience with DCS/ PI/ Other industry automation systems; troubleshooting of and communication with data analysers and export of data from analysers over internet. Work Experience: Minimum 5 years hand-on experience with various types of analysers preferably with analysers installed in AAQM/ CEMS/ EQMS. Minimum Qualification: BE / B. Tech (in Instrumentation/ Electronics) Minimum Requirement – 1 Nos. (Onsite)</p>	<p>Experience of >5 yrs.- 3 Marks Experience of 3-5 yrs.- 2 Marks Experience of <3 yrs.- 0 Marks</p>		
<p>7. Technical Manager Resource should have valid qualification and experience as per the criteria. Work Experience: Project Manager 5 years of works experience in e-Governance Educational Qualification: BE/ B.Tech/ MCA Project Experience At least 2 government project as Team leader Minimum Requirement- 7 Nos. (Onsite)</p>	<p>Experience of >5 yrs - 2 Marks Experience of 3-5 yrs -1 Marks Experience of <3 yrs- 0 Marks</p>		
<p>Presentation</p> <ol style="list-style-type: none"> 1. Comprehensiveness of the project plan – 3 Marks 2. Activities, sequencing, dependencies among activities –3 Marks 3. Resource planning, allocation and loading – 3 Marks 4. Project Status Reporting mechanism – 3 Marks 5. Risk Management, Mitigation and Exit plan – 3 Marks 		15	<p>Bidder has to provide L2/L3 level work break down structure (WBS), clear baselines/ timelines, defined resources, roles & responsibilities in MS- Project format in both soft and hard copies along with a write-up project.</p>

	Similar Project Experience of Web Based Solution for Environment Monitoring, Real Time Data Acquisition and Handling System for International/ National/ State/ UT Government Depts./ PSUs. 1 Project – 5 Marks 2 Project – 10 Marks	10	
Total		100	

Note: Minimum qualifying Marks in Technical Qualification is 70 out of 100 Marks. Only those bidders securing 70 marks or above shall qualify for commercial proposal opening.

4. INSTRUCTIONS TO BIDDER

4.1. General

- a. While every effort has been made to provide comprehensive and accurate background Information, requirements and specifications, Bidders must form their own Conclusions about the services required. Bidders and recipients of this TENDER may wish to consult their own legal advisers in relation to this TENDER.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by or on behalf of the Chhattisgarh Environment Conservation Board (CECB) on the basis of this TENDER.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Chhattisgarh Environment Conservation Board (CECB). Any notification of preferred bidder status by the Chhattisgarh Environment Conservation Board (CECB) shall not give rise to any enforceable rights by the Bidder. The Chhattisgarh Environment Conservation Board (CECB) may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Chhattisgarh Environment Conservation Board (CECB).
- d. Please refer —Guidelines to Bidders document downloaded along with this tender for bidding process (Annexure - XII).

4.2. Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this TENDER.
 - ii. Include all supporting documentations specified in this TENDER.

4.3. Pre-Bid Meeting & Clarifications

4.3.1. Bidders Queries

- a. Chhattisgarh Environment Conservation Board (CECB) shall hold a pre-bid meeting with the prospective bidders on Date, Time and Address mentioned in Fact Sheet of this document.
- b. Up to two (2) authorized representatives of interested organization may attend pre-bid meeting at their own cost after giving prior intimation to Member Secretary, Chhattisgarh Environment Conservation Board (CECB).
- c. Pre-bid queries of only those bidders will be responded, who have registered themselves on or before response of pre-bid queries is released.

- d. Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Chhattisgarh Environment Conservation Board (CECB) by email (Excel File only) at hocecb@gmail.com on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder mentioning subject line as “Pre Bid Query: CECB”
- f. The queries should necessarily be submitted in the following format:

Sl.	Section No.	Page No.	RFP Clause	Query	Remarks
1					
2					
3					

- g. Chhattisgarh Environment Conservation Board (CECB) shall not be responsible for ensuring that the bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Chhattisgarh Environment Conservation Board (CECB).
- h. Bidders must confirm their participation in advance. The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the Chhattisgarh Environment Conservation Board (CECB) reserves the right to hold or reschedule the Pre-Bid meeting.

4.3.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Officer notified by the Member Secretary, Chhattisgarh Environment Conservation Board (CECB) will endeavour to provide timely response to the queries. However, Chhattisgarh Environment Conservation Board (CECB) makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Chhattisgarh Environment Conservation Board (CECB) undertakes to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, Chhattisgarh Environment Conservation Board (CECB) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the Chhattisgarh Environment Conservation Board (CECB) website <https://www.enviscecb.org/> and <https://eproc.cgstate.gov.in>.
- d. Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Chhattisgarh Environment

Conservation Board (CECB) may, at its discretion, extend the last date for the receipt of Proposals.

4.4. Key Requirements of the Bid

4.4.1 Right to Terminate the Process

- a. Chhattisgarh Environment Conservation Board (CECB) may terminate the TENDER process at any time and without assigning any reason. Chhattisgarh Environment Conservation Board (CECB) makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This TENDER does not constitute an offer by Chhattisgarh Environment Conservation Board (CECB). The bidder's participation in this process may result Chhattisgarh Environment Conservation Board (CECB) selecting the bidder to engage towards execution of the contract.

4.4.2 TENDER Fees

Bidder needs to pay Rs. 5,000 to for document processing through <https://eproc.cgstate.gov.in> during bid submission.

4.4.3 Ernst Money Deposit (EMD)

- a. EMD needs to be submitted in Demand Draft/ BG in the name of Member Secretary, Chhattisgarh Environment Conservation Board (CECB).
 - i. Scan copy of DD should be uploaded e-Procurement portal along with actual online bid submission.
 - ii. Original copy of the DD should be submitted to Chhattisgarh Environment Conservation Board (CECB) office between 12:00 PM to 03:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 8, Sr. no. 9).
- OR
- EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank.
- i. Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.
 - ii. Original copy of BG should be submitted to Chhattisgarh Environment Conservation Board (CECB) office between 12:00 PM to 03:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 8, Sr. no. 9)
- b. EMD of all unsuccessful bidders would be refunded by Chhattisgarh Environment Conservation Board (CECB) within 60 Days of the bidder being notified as being unsuccessful.
 - c. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
 - d. The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

4.4.4 Submission of Responses

- a. Please refer —Guidelines to bidders (Annexure XII) document downloaded along with this tender for bidding submission process.

4.4.5 Authentication of Bids

- a. A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure-XI mentioned in this TENDER.

4.5. Preparation and Submission of Proposal

4.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions / presentations, preparation of proposal, in providing any additional information required by Chhattisgarh Environment Conservation Board (CECB) to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Chhattisgarh Environment Conservation Board (CECB) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6. Evaluation Process

- a. Chhattisgarh Environment Conservation Board (CECB) will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by the Chhattisgarh Environment Conservation Board (CECB) shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER.

4.6.1. Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence

may not be required however participating bidders' authorized representatives can mark attendance online during bid opening.

4.6.2. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

4.6.3. Tender Evaluation

- i. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals.
 - a. Are not submitted in as specified in the TENDER document.
 - b. Received without the Letter of Authorization (Power of Attorney).
 - c. Are found with suppression of details.
 - d. With incomplete information, subjective, conditional offers and partial offers submitted.
 - e. Submitted without the documents requested in the checklist.
 - f. Have non-compliance of any of the clauses stipulated in the TENDER.
 - g. With lesser validity period.
 - ii. All responsive Bids will be considered for further processing as below. Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.
 - a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
 - b. The Chhattisgarh Environment Conservation Board (CECB) may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
 - c. Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
 - d. Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidder's representatives who are present shall sign a register giving evidence of their attendance.
 - e. Proposal document shall be evaluated as per the following steps.
- **Preliminary Examination of Pre-qualification/Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-

responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various section of this Tender Document will be rejected and will not be considered further.

- **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - Soft copies of supporting documents to be submitted on online portal however Chhattisgarh Environment Control Board (CECB) may request for hard copies in quality print as and when required.
 - Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
 - Completion certificate should clearly indicate the value and duration of the project.
 - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
 - Incomplete order copy submitted by the bidder will not be considered for evaluation.
 - In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

Evaluation of Bid:

- a. The commercial bids of only technically successful Bidder(s) whose bids have been awarded 70 or more marks in aggregate by the Committee will be opened. The evaluation will be carried out if Commercial bids are complete and computationally correct. The lowest Commercial proposal will be allotted a Commercial score of 100 marks. The Commercial score of other Bidder(s) will be computed by measuring the respective Commercial bids against the lowest proposal.
- b. The bidder with the Highest Technical Marks will be awarded 100 marks and other bidders will be awarded on a percentile basis (e.g.) if the highest technical Marks is 90, the T1 bidder will get (Tm) 100 marks. A bidder awarded 80 marks will get $(80/90) \times 100 = 88.88$ Marks.
- c. **Computing the final (“T1-L1”) marks:**
The composite score is a weighted average of the Technical and Commercial Scores. The ratio of Technical and Commercial score is **70:30** respectively. The composite (T1 – L1) marks will be derived using the following formula:
T1 & L1 evaluation

Technical Marks (TM) = Bidders actual Technical Score (ATS) /Highest Technical Score (HTS)

Commercial Marks (CM) = Lowest Commercial Score (LCS) / Bidders actual Commercial Score (ACS)

Composite (T1 – L1) marks = (TM * 0.70 + CM * 0.30) * 100

Thus, the composite (T1 – L1) marks shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite (T1 – L1) marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite (T1 – L1) marks will be selected. These evaluation criteria will be weighted by CECB management and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for CECB.

4.7. Prequalification and Technical Proposal

- **Prequalification/ Eligibility Criteria**

Pre-qualification document as per eligibility criteria specified under Section - 3 above along with the following documentations:

- a. The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
- b. Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
- c. Reference list of major clients
- d. Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate.
- e. A copy of the Tender Document, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.

- **Technical proposal**

- a. Proposal particulars
- b. Proposal letter
- c. Proposed approach and methodology and services offered.
- d. Proposed Project Plan and Implementation Schedule
- e. Schedule of delivery
- f. All relevant document for Technical Evaluation
- g. Annexure-I for Technical Qualification

- **Commercial proposal**

Commercial Quote online in e-Procurement Portal

4.8. Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the Chhattisgarh Environment Conservation Board (CECB)
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

4.9. Proposal Forms

- a. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- b. For all other cases, the Bidder shall design a form to hold the required information.
- c. Chhattisgarh Environment Conservation Board (CECB) shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

4.10. Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Chhattisgarh Environment Conservation Board (CECB) shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Chhattisgarh Environment Conservation Board (CECB). Neither any change in the time schedule of the contract nor any financial adjustments arising there- of shall be permitted by the Chhattisgarh Environment Conservation Board (CECB) on account of failure of the Bidder to know the local laws / conditions.
- d. The Bidder is expected to visit and examine and study the location where analysers are installed in various industries located across Chhattisgarh and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

4.11. Contacting the Chhattisgarh Environment Conservation Board (CECB)

- a. Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- b. Bidder shall not approach Chhattisgarh Environment Conservation Board (CECB) officers after office hours and/or outside Chhattisgarh Environment Conservation Board (CECB) office premises, from the time of the proposal opening till the time the Contract is awarded.

4.12. Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

4.13. Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-2: Fact Sheet

4.14. Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online. The commercial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of online Bid is as follows:

- a. EMD
- b. Technical
- c. Commercial

4.15. Deciding Award of Contract

- a. The Chhattisgarh Environment Conservation Board (CECB) reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to Chhattisgarh Environment Conservation Board (CECB) and its appointed representative on the date asked for, at no cost to the Chhattisgarh Environment Conservation Board (CECB). The Chhattisgarh Environment Conservation Board (CECB) may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Chhattisgarh Environment Conservation Board (CECB) shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. Chhattisgarh Environment Conservation Board (CECB) shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by e-mail or fax.
- c. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Chhattisgarh Environment Conservation Board (CECB) at the opening of bid. Chhattisgarh Environment Conservation Board (CECB) shall inform the Bidder whose proposal is accepted via issuance of Letter of Intent (LoI) in duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by Chhattisgarh Environment Conservation Board (CECB)

- d. **Price Negotiation:** Chhattisgarh Environment Conservation Board (CECB) reserves the right to negotiate the price(s) in good faith to determine the price for the product/services. Such negotiations shall commence prior to the issuance of the Letter of Intent (LOI) and shall be concluded within next fifteen (15) days from the date of issuance of the request for negotiation. Any agreement based on the negotiation shall supersede the quoted price by the bidder in commercial proposal.
- e. After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with Chhattisgarh Environment Conservation Board (CECB).

Special Condition for Awarding the Agreement:

Chhattisgarh Environment Conservation Board (CECB) will sign the Agreement with Successful Bidder for a period of 6 months Implementation and 36 months warranty support.

4.16. Confidentiality

As used herein, the term —Confidential Information‖ means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

At all times of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive rejection of the contract.

The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools/ data collected in any form including electronic media and any other data/information provided to him or collected during the execution of the work.

The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.

The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

Bidder shall not disclose to anyone, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

4.17. Execution of Agreement

After acknowledgement of the LoI by the selected bidder, a performance security of 10% of contract value has to be deposit in the form of FDR/ TDR/ DD/ BG of any nationalized/ Scheduled Bank in the name of The Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoI.

4.18. Duration of the contract:

The CONTRACT shall be valid for a period of 6 months implementation and 36 months support from the date of signing of Agreement.

4.19. Terms and Conditions: Applicable Post Award of Contract

4.19.1. Termination Clause

a. Right to Terminate the Process

Chhattisgarh Environment Conservation Board (CECB) reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by Chhattisgarh Environment Conservation Board (CECB) under the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid. The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the timelines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The Chhattisgarh Environment

Conservation Board (CECB) reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.

- If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, Chhattisgarh Environment Conservation Board (CECB) reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, Chhattisgarh Environment Conservation Board (CECB) reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Chhattisgarh Environment Conservation Board (CECB) may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- Chhattisgarh Environment Conservation Board (CECB) reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

b. Consequences of Termination

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Chhattisgarh Environment Conservation Board (CECB) shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- Nothing herein shall restrict the right of Chhattisgarh Environment Conservation Board (CECB) to invoke the Chhattisgarh Environment Conservation Board (CECB) guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Chhattisgarh Environment Conservation Board (CECB) under law or otherwise.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20. Penalty

The Bidder shall perform its obligations under the agreement entered into with the Chhattisgarh Environment Conservation Board (CECB), in a professional manner. In the event of failure to maintain the SLAs, penalty would be levied up to a maximum of 10% of the total cost.

Chhattisgarh Environment Conservation Board (CECB) may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Chhattisgarh Environment Conservation Board (CECB) has to take corrective actions to ensure functionality of its property, the Chhattisgarh Environment Conservation Board (CECB) reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. Chhattisgarh Environment Conservation Board (CECB) may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

Chhattisgarh Environment Conservation Board (CECB) shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Chhattisgarh Environment Conservation Board (CECB) reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

4.20.1. Dispute Resolution Mechanism

The Bidder and the Chhattisgarh Environment Conservation Board (CECB) shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. Matter will be referred for negotiation between Officer nominated by Chhattisgarh Environment Conservation Board (CECB) and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and

Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Arbitration Notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

4.20.2. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile. A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.20.3. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or Chhattisgarh Environment Conservation Board (CECB) as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or Chhattisgarh Environment Conservation Board (CECB) shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

4.20.4. Failure to agree with Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event Chhattisgarh Environment Conservation Board (CECB) may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

4.21. Limitation of Liability

Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

4.22. Service Level Agreement (SLA)

Penalties shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder. The following is the table providing the indicative SLA for the project:

Sl	SLA Description	Criteria
1	Delivery and Installation of Equipment: All the hardware and software should be delivered & installed at specified location and other locations.	Within 150 days from the date of placement of Work order/ Agreement by Chhattisgarh Environment Conservation Board (CECB)
2	Integration of Additional Analysers	Upon receipt of request for connecting additional analysers from authorised Chhattisgarh Environment Conservation Board (CECB) official and availability of existing analyser information, the successful bidder should integrate the requested analyser within 2 weeks.
3	Maintenance of Systems During the O&M phase, replace/ repair the faulty equipment's and resolve issues in software	Within 72 hours from placing the call by Chhattisgarh Environment Conservation Board (CECB) representative.
4	Availability of Data	During the O&M phase, the deployed solution shall be running with 99.5% efficiency & uptime

4.23. Right of monitoring, inspection and periodic audit

The Chhattisgarh Environment Conservation Board (CECB) reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Chhattisgarh Environment Conservation Board (CECB) may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.

The Chhattisgarh Environment Conservation Board (CECB) shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder undertakes to cooperate with and provide to the Chhattisgarh Environment Conservation Board (CECB) / any other Consultant/ Agency appointed by the Chhattisgarh Environment Conservation Board (CECB), all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the Chhattisgarh Environment Conservation Board (CECB) may, without prejudice to any other rights that it may have, issue a notice of default.

4.24. Chhattisgarh Environment Conservation Board (CECB)'s Obligations

The Chhattisgarh Environment Conservation Board (CECB) representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Chhattisgarh Environment Conservation Board (CECB) shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

4.25. Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, data, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Chhattisgarh Environment Conservation Board (CECB), out of premises, without prior written permission from the Chhattisgarh Environment Conservation Board (CECB).

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Chhattisgarh Environment Conservation Board (CECB), whichever is earliest, return any and all information provided to the Selected Bidder by Chhattisgarh Environment Conservation Board (CECB), including any copies or reproductions, both hard copy and electronic.

4.26. Indemnity

The Selected Bidder shall execute and furnish to the CECB, a Deed of Indemnity in favour of the Chhattisgarh Environment Conservation

Board (CECB), in a form and manner acceptable to CECB, indemnifying Chhattisgarh Environment Conservation Board (CECB) from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

- Negligence or wrongful act or omission in connection with or incidental to this Contract; or
- Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of project cost in favour of the Chhattisgarh Environment Conservation Board (CECB).

4.27. Milestone, Timeline and Payment Schedule

4.27.1. Total Cost of Services

The total cost of the Services payable is set forth as per the successful bidder proposal to Chhattisgarh Environment Conservation Board (CECB) and as negotiated thereafter and issuance of work order/Agreement. Payments under this Contract shall not exceed the amount specified in Commercial proposal filled in e-Procurement portal.

4.27.2. Payment Milestones and Timeline

SI	Milestone	Timeline (with reference to Project Award date)	% of Payment	Basis of Approval
1	Submission of System Requirement Specification	Within 30 Days	5%	Sign-off on SRS by Department
2	User Acceptance Test of Software application	Within 150 Days	10%	UAT Approval by Project Committee
3	Training to the Department Staff	Within 180 Days	9%	CECB would call for feedback reports from officials after each training session
4	Supply and installation of necessary equipment's and Software at 25% locations and generation of report	Within 110 Days	10%	Generation of Report
5	Supply and installation of necessary equipment's and Software at 50% locations and generation of report	Within 110 Days	10%	Generation of Report
6	Supply and installation of necessary equipment's and software at 75% locations and generation of report	Within 130 Days	15%	Generation of Report

7	Supply and installation of necessary equipment's and Software at 100% locations and generation of report.	Within 150 Days	15%	Generation of Report
8	Operation and Maintenance Phase	Quarterly progress and SLA compliance report	24%	To be paid quarterly (2% per quarter) for 36 Months
9	Successful Exit Management		2%	Minutes of meeting of the Project Committee

- a. All payments will be made in INR only.
- b. No advance will be paid, or no letter of credit will be issued.
- c. The payment will be subject to fulfilment of warranty obligations.
- d. The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid.
- e. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- f. f. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
- g. Payment shall be made within 30 days of the submission of invoices.

4.28. Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

- The Selected Bidder has failed to perform any instructions or directives issued by the Chhattisgarh Environment Conservation Board (CECB) which it deems proper and necessary to execute the scope of work under the Contract, or
- The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Service Level Agreement / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as Chhattisgarh Environment Conservation Board (CECB) may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by Chhattisgarh Environment Conservation Board (CECB);
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Chhattisgarh Environment Conservation Board (CECB), despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or

standards as laid down by the Chhattisgarh Environment Conservation Board (CECB); or

- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the Chhattisgarh Environment Conservation Board (CECB) during the term of this Contract and which the Chhattisgarh Environment Conservation Board (CECB) deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract.
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, the Chhattisgarh Environment Conservation Board (CECB) shall issue a notice of default to the Selected Bidder, setting out specific defaults/ deviances/ omissions and providing a notice of Sixty days to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder fails to remedy the default to the satisfaction of the Chhattisgarh Environment Conservation Board (CECB), the Chhattisgarh Environment Conservation Board (CECB) may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Chhattisgarh Environment Conservation Board (CECB).

4.29. Liquidated Damages

Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the Chhattisgarh Environment Conservation Board (CECB), at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).

In case it leads to termination, Chhattisgarh Environment Conservation Board (CECB) shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the Chhattisgarh Environment Conservation Board (CECB).

The Chhattisgarh Environment Conservation Board (CECB) may without prejudice to its right to affect recovery by any other Method, deduct the

amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the Chhattisgarh Environment Conservation Board (CECB) right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

4.30. Dispute Resolution

The Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- In the case of a dispute or difference arising between the Chhattisgarh Environment Conservation Board (CECB) and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of Arbitrator as indicated in this TENDER. The award of the Arbitrator shall be final and binding on the parties.
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- The venue of arbitration shall be the Raipur, India.
- The Chhattisgarh Environment Conservation Board (CECB) may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent upon arbitration proceedings pursuant to above Clause.

4.31. Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.32. Conflict of interest

The Bidder shall disclose to Chhattisgarh Environment Conservation Board (CECB) in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.33. Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.34. Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

4.35. “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Chhattisgarh Environment Conservation Board (CECB), under or by virtue of or arising out of, the contract, nor shall Chhattisgarh Environment Conservation Board (CECB) entertain or consider any such claim, if made by the Selected Bidder after it has signed a —No claim certificate in favour of Chhattisgarh Environment Conservation Board (CECB) in such form as shall be required by it after the work is finally accepted.

4.36. Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Chhattisgarh Environment Conservation Board (CECB) first gives its written consent to the selected bidder.

4.37. GENERAL

4.37.1. Relationship between the Parties

- a. Nothing in the Contract constitutes any fiduciary relationship between the Chhattisgarh Environment Conservation Board (CECB) and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the Chhattisgarh Environment Conservation Board (CECB) and Selected Bidder.
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c. Chhattisgarh Environment Conservation Board (CECB) will not be under any obligation to the Implementation Agency’s Team except as agreed under the terms of the Contract.

4.37.2. No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of Chhattisgarh Environment Conservation Board (CECB).

4.37.3. Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the

obligations continue to apply unless Chhattisgarh Environment Conservation Board (CECB) notifies the Selected Bidder of its release from those obligations.

4.37.4. Entire Contract

a. The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/ annexes thereto shall be read inconsonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.37.5. Governing Law

This contract shall be governed in accordance with the laws of India.

4.37.6. Jurisdiction of Courts

The High Court bench at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.37.7. Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.37.8. Notice

A —notice means:

a notice; or

A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,
The MEMBER SECRETARY,
Chhattisgarh Environment Conservation Board (CECB),
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:
Website:

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.37.9. Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.37.10. Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.37.11. Taxes

- a. Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal.
- b. Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

4.37.12. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.38. Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the Chhattisgarh Environment Conservation Board (CECB) shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Chhattisgarh Environment Conservation Board (CECB) shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder s Proposal.
- Without prejudice to the rights of the Chhattisgarh Environment Conservation Board (CECB) under Clause above and the rights and remedies which the Chhattisgarh Environment Conservation Board (CECB) may have under the LoI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the Chhattisgarh Environment Conservation Board (CECB) during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Chhattisgarh Environment Conservation Board (CECB) to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

“Corrupt practice” means

- a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Chhattisgarh Environment Conservation Board (CECB) who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Chhattisgarh Environment Conservation Board (CECB), shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- b. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Chhattisgarh Environment Conservation Board (CECB) in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

“Coercive practice” mean impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

“undesirable practice” means

- a. establishing contact with any person connected with or employed or engaged by Chhattisgarh Environment Conservation Board (CECB) with the objective of canvassing,
- b. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- c. having a Conflict of Interest; and

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Arbitration

Chhattisgarh Environment Conservation Board (CECB) and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, Chhattisgarh Environment Conservation Board (CECB) and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be

referred for resolution to Secretary, Government of Chhattisgarh, Department of Housing and Environment, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties. All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

4.39. Terms of Payment

The Successful Bidder shall bear their own costs of any Site Survey, Conveyance, audits and inspections etc. The terms of payment are inclusive of any costs of the solution.

4.40. Obligations

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

4.41. Award of Contract

The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract.

4.42. Notification of Award

Prior to expiration of the period of bid validity, Chhattisgarh Environment Conservation Board (CECB) will notify the successful bidder(s) in writing, that their bid has been accepted.

4.43. Contract Period

The Successful bidder shall sign contract with the Chhattisgarh Environment Conservation Board (CECB) for a period of 6 months supply & commissioning and 36 months support.

5. SCOPE OF WORK

5.1. Objective

- a. To establish an integrated real time online monitoring system for monitoring the stack emission, ambient air and effluent parameters from the various industries located across Chhattisgarh.
- b. To acquire accurate and high integrity real time measurements of the emission and Ambient air parameters directly from the analysers installed at the industry site without any intermediate conversions, logics or changes. However, in order to standardize, some unit conversion may be applied.
- c. To detect exceedance of monitored parameters for the prescribed standards and provide real time alerts on the same.
- d. To provide a multi-client open architecture platform that supports any analyser (make and model) and on a single integrated Central database system which supports all type of communication between the industry and the regulator.
- e. To provide a unified web-based access-controlled platform accessible from CECB Headquarters, Regional Offices and all Industry sites in the state based on the provided authorization level.
- f. To ensure that the SOP (Standard Operating Procedure) as given in Annexure XV and Annexure XVI of CECB highlighting course of action to be taken in the event of industry emission default are integrated in the software.

5.2. Scope of work

The scope of work necessarily, but not exclusively includes the following activities:

5.2.1. General

- a. The most fundamental requirement in establishing continuous online monitoring systems is to have a universal format of connectivity that can accept real time data from any installed analysers (make or model) (may be customised in accordance with analysers already installed) in the industry. Industry should be able to choose any analyser make and model that is approved internationally or by the Central Pollution Control Board for monitoring the ambient, emission and effluent parameters, the existing investment in the equipment by the industry can be utilised.
- b. The system should be a highly scalable client server application where the client software resides in the industry site and the central server software resides at the central location hosted on premise at State Data Center and/or cloud.
- c. Provide a highly scalable system that can connect more than 2000 analysers simultaneously in real time with a non-proprietary backend database suitable for storing Time-Series Data. In addition to the analysers, the system should be capable of live streaming of feeds from all IP-PTZ cameras installed in the industry for the purpose of pollution control. Users should have the option of viewing analyser data from a particular environmental monitoring system (e.g.

- AAQMS/CEMS/EQMS) along with the live footage from such cameras, if installed.
- d. The system shall have the capability to detect and generate real-time alerts for any unauthorized alterations or modifications made to the analyser, ensuring integrity and compliance with operational standards.
 - e. The system should support multiple client software that are found suitable to the requirement and approved by Chhattisgarh Environment Conservation Board (CECB), which can send data to the central server.
 - f. The central server software should expose authenticated Representational State Transfer (REST) based Application Programming Interface (API) for client software to transmit the data.
 - g. The client software should NOT be restricted to the requirement of static IP and should be able to connect to the server based on the exposed API.
 - h. During collection and transmission, the platform should utilise digital encrypted communication to ensure authentic data is received and data origination location (GPS coordinates) and source signature are also verified by the software.
 - i. The client software should be able to transmit the data to server using minimal bandwidth using existing site Broadband LAN/ GPRS/ GSM connectivity or by using an external dongle as an alternative for establishing online connectivity.
 - j. The software should provide reporting capabilities to display trend graphs, configurable alerts in accordance with CECB SOP and otherwise, tabular data, charts and data validation interface.
 - k. The software should provide the ability to annotate the validated data with the industry comments (Industry would have to comment on the data if clarifications are raised by CECB) and data quality codes. Software should have the ability to make the annotations visible while viewing the data in the charts, if chosen by the User.
 - l. The software also should provide ability to develop custom made on-demand reports with capabilities to export the data into PDF, CSV and Excel formats. The reports developed should be printable on any of the standard printers.
 - m. Entire Source code of the software will be the property of CECB and the board should have the authority to review any specific module to validate the business logic and the data handling process.
 - n. The ability to generate the encryption keys for the client-side software should be provided to CECB, so that the board can provide authorized keys to the individual sites for secured data transmission. There should not be any financial implication to CECB for generation of such keys and it should be a software feature.
 - o. Publishing of data shall be at the end of the regulator and should have necessary components in-built in the system to publish valid data only.
 - p. Should have provision to share the validated data with the CPCB server database as and when required.

5.2.2. Client-Side Software Requirements

a. Data Collection and Transmission Module

- i. The data collection and transmission module should directly connect to the installed analyser and fetch the data directly from the analyser without any intermediary software or conversions. The software should have no editing provision for altering/correcting the data at the industry side.
- ii. No data shall be accepted as an output from OPC of Server or DCS or any other intermediate software at Industry side.
- iii. The data collection and transmission module should encrypt the data with unique client specific encryption key to ensure authentic data transfer from the industry to the central server. Only encrypted and authenticated data shall be received by the Central Server Module.
- iv. During internet connectivity failure or a communication issue with the central server, the data collection and transmission module should store the encrypted data locally and retransmit when the connectivity restored, and data transmission is possible. Any such delayed transmission should be identifiable at the regulator side using data quality codes.
- v. The data collection and transmission module should wait for acknowledgement from the server and should re-transmit the data if no acknowledgement is received within the timeout period. Systems should at a minimum be equipped with QoS-2 transfer protocol.
- vi. Software should support reading analyser configuration and report the configuration changes to the central server. Any configuration changes done at the site should have audit trail and reported to the regulator for approval in the form of workflow.
- vii. The data collection and transmission module should support remote analyser configuration. The data collection and transmission module should accept remote analyser configuration commands and update the analyser configurations with the set value.
- viii. Each measurement should be associated with the data quality code inferred while data collection and the data quality code should be transmitted along with the data. The data quality code should indicate analyser failures, analyser communication failures, data delays, data calibration issues, etc. (These codes should be parameterized)
- ix. The data collection and transmission module should accept commands for calibration (auto and manual) and able to perform calibration of the analyser locally.
- x. The data collection and transmission module should be able to collect the data directly from the analyser with a minimum scan interval of 10 seconds (subject to Industry analyser specification).
- xi. Data collection and transmission shall be at a minimum 1 min or another mean average period selectable by user.

- xii. The data collection and acquisition software should be able to collect and encrypt the data locally on the industry site. The data should be archived locally on the client machine for a period of 1 year.
- xiii. The data collection and transmission module should communicate the status periodically to the central server even when no analyser is connected or when analyser is faulty with appropriate data quality code.
- xiv. The data collection and transmission module should auto-restart on failure or machine reboots.
- xv. The data collection and transmission module should be able to transmit the data over Broadband/ LAN/ Wi-Fi/ GPRS/ GSM etc.
- xvi. The Central Server should publish an open Application Programming Interface (API) to support different client-side software. Any vendor supplying the data collection and transmission module should comply with the API. The client-side software requirement shall be demonstrated at CECB. Data transmitted only from such demonstrated and proven client software will be accepted by the Central Server Module.

5.2.3. Central Server Software Requirements (Regulator side software)

- a. The Central Server Module should provide a backend processing services for transmitted data and a highly scalable backend database capable of storing time-series data acquired from the industry site.
- b. The database should be able to support data storage and query for 10 years of data collected from all the industry sites with minimum of 1 minute interval.
- c. The database should be scalable to support 2000+ concurrent connections and should be able to store and process more than 100 Terabyte of data.
- d. The Central Server Module should have pre-configured editable (to comply with change in laws) threshold limits for the various monitored parameters based on the industry type as per the Central Pollution Control Board directives for each of the industry types.
- e. The Central Server Module should support remote configuration of the industry site parameters from the CECB.
- f. The Central Server Module should generate automated alarms and alerts based on parameter exceedance, calibration failure, data connectivity failure, analyser failures or any such as alerts as required by the regulator.
- g. The Central Server Module should be able to identify delayed data published from the industry site due to network connectivity failures and mark those data separately from the live connected data.
- h. The Central Server Module should be able to send pre-configured template-based SMS and Emails for alerts and alarms generated based on the configured rules. This feature should be a built-in

capability of the Central Server Module and not external application software.

- i. The Central Server Module should have facility to transfer data to other server at regulator side at a weekly interval for data backup and recovery requirements.
- j. The Central Server Module to be able to generate report on alarms/events and exceedance with industry wise consolidation and period wise say weekly, monthly, annually etc.
- k. The Central Server Module should provide automatic notification to the industry site and regulator inbox for all new notifications and action items like fixing communication issues, analyser problems etc.
- l. The Central Server Module should be able to support data encryption and security at the server side. The data received from the site should be decrypted and data authenticity ensured.
- m. The Central Server Module should be able to collect data from the industry sites even when one of the central servers is down and thus provide adequate redundancy.
- n. The Central Server Module should be able to identify which client software and version send for specific data and capture the IP address from which the data was sent for audit purposes.
- o. The central server should be available 24/7 for 365 days for data collection. The system should provide automated redundancy (at least n+1) so that industry site should be able to continuously send the data.
- p. The Central Server Module should support data export in RS232/RS 486/xml/text format. The communication protocol for this system should be as per ISO - 7168.
- q. The Vendor should provide the central server software and workstation software. The central server software will do all the data processing and storage management. The workstation software installed should provide the regulator with functionality (Web Interface Module) without the need to directly login to the central server. Minimum of two Workstation software licenses should be provided by the vendor.
- r. The Web Interface Module should provide reporting capabilities to display trend graphs, configurable alerts, tabular data, charts, wind-rose chart, pollution rose chart and data validation interface.
- s. Database specification for regulator side software

Sl	Particulars	Specifications
1	Software	Highly scalable database capable of storing time-series data like Cassandra, Hbase, Graphite, Open TSDB, Influxdb, IBM Informix with Time series blade or similar
2	Storage	Minimum 100 TB or 1 year's analyser data and video footage from IP-PTZ cameras, whichever is more.
3	Concurrent	Support minimum of 2000 concurrent connections
4	Availability	High availability with 99.95% availability

5	Latency	<5 seconds for standard site-specific query
---	---------	---

5.2.4. Web-Server Interface Requirement :(Apache httpd,nginx)

a. General Requirements:

- i. To view, generate default report, analyse the collected data and corroborate with industry for various exceedance and failures.
- ii. The Web Server Interface Module should provide a User Interface presented in the browser should be very user friendly and intuitive following the best practices in web-based user interface design.
- iii. The User Interface should be supported on major browsers like IE, Firefox, Chrome, Safari etc. The user interface should be responsive i.e. supports rendering on a Tablet, smart phones which supports these browsers.
- iv. Users with different authorizations – Super User/Administrator, User, Guest, etc.
- v. Intranet/Internet – View Only Access to Common Public.

b. Configuration Management

- i. The Web Server Interface module should provide the ‘Authorized User interface to configure measured parameters. The detail screens for site configuration, monitoring station configuration, analyser configuration and parameter configuration should be available.
- ii. The Web Server Interface module should support grouping of industry sites, industries across geographic dimensions like District, and City, Industry Type, etc. and other custom attributes (like industry type, time-period, pollutant type, etc.) selected by the User.

c. Alerts and Alarms

- i. The Web Server Interface module should provide an interface to view and list all alarms and alerts. There should be a filter to view only new alerts and alarms.
- ii. Customisable report generation, grouping
- iii. The Web Server Interface module should provide an interface to acknowledge and respond to the alarms and alerts by both the industry and regulator. Regional offices should have access to interact with industries under their jurisdiction.

d. Remote Calibration

- i. The Web Sever Interface module should support configuration of remote calibration of the analyser by the ‘Authorized User’.
- ii. The Web Sever Interface module should have the ability to provide the various manual/online calibration sequences, schedules for remote calibration and reports.
- iii. The Web Server Interface module should support calendar view of all the automated calibration schedule and sequence.

e. Security

- i. The Web Server Interface module should have facility for data viewable in non-editable format for Regional offices of the CECB for only Industries under the control of respective regional offices.
- ii. Each industry should be able to view and generate default reports for the data generated for their industries based on the access provided.
- iii. The Web Server Interface module should support configurable user authentication levels to support different roles for Head office, Region offices and industry site access.
- iv. The Web Server Interface module should support creating and managing new users and their access levels.

f. Data Validation

- i. The Web Server Interface module should provide user interface for data validation and approval. The regulator should be able to select a particular time range and approve/reject the data with proper comments.
- ii. The Web Server Interface module should support manual and automated data validation and approval workflow to review the various industry site data and approve by providing appropriate comments based on the data quality.
- iii. The Web Server Interface module should provide ability to annotate the data with the specific events/comments provided by the industry such as maintenance schedules, breakdown, analyzer fault etc.
- iv. The software should have the capability to monitor the maintenance schedules, Breakdown.
- v. Calibration data should be appropriately tagged and differentiated from the normal monitoring data.

g. Corroboration and Workflow

- i. The software should support corroboration between the industry site and regulator by providing a built-in workflow feature and an inbox feature. This feature should be a built-in functionality of the central server module and the web interface module and not additional software running separately, to ensure that there is integration with the reporting module.
- ii. Whenever there is any exceedance or analyser failure or analyser connectivity failure, an action item should be generated in the industry site inbox. On opening the alert by industry user, system should capture the date and time. The industry site personnel should be able to update with the corrective actions and comments. These comments/reasons should show upon the graphs when the data for that particular period is viewed. Regulator should have option to respond to these comments from Industry in the workflow.

- iii. Industry site should be able to inform the regulator of different maintenance events (site maintenance, site breakdown, analyser breakdown etc.) using workflow feature of the Web Interface Module.
- iv. The system should automatically generate events and inbox messages based on the exceedance thresholds and alerts configured.
- v. The system should provide the history of communication between the industry site personnel and the regulator for specific events/workflows.
- vi. The various events like communication failures, analyser failures, exceedance etc. and corresponding reasons should be available for reporting. There should be standard reports for viewing industry level statistics for communication failures, analyser failures, power failure, exceedances, etc.

h. Reports

- i. The Web Server Interface module should support standard reports for each industry site based on the type of monitoring i.e. ambient, emission and effluent. For each of these types of monitoring exceedance threshold reports with different averaging periods during user selected time period should be created.
- ii. The Web Server Interface module should have both default reports and also custom-made reports as per requirements by the end user.
- iii. The Web Server Interface module should be able to support different data quality code and report data based on representativeness and data quality. Statistical significance of data should be reportable in respect to data density.
- iv. The Web Server Interface module should generate report on approved and validated data for public view. However, there should also be a capability to see the raw data collected from industry site by CECB.
- v. The Web Server Interface module should be able to generate wind rose and pollution rose based on the wind data collected from the various ambient air quality stations.
- vi. The Web Server Interface module should have capability to compare, group sector wise industries, analysers and generate report (text, numeric and graphical).
- vii. The Web Server Interface module should support ability to export the reports data to csv, pdf, xls/xlsx and text file as and when required.
- viii. The Web Server Interface module should have provisions to accommodate printers of different model and make.
- ix. The Web Server Interface module should support ability to develop custom reports by the regulator based on the data analysis requirements. The report generated should be both graphical and tabular form.

- x. The software should be able to select the data quality code, the data representativeness, the time window and the site specific parameters for generating reports.
- xi. The Web Server Interface module should provide daily status of each industry site and provide metrics on data quality and representativeness.
- xii. Report should be able to calculate differential data from two parameter reading and show the trend of differential data. This feature is required for temperature difference measurements and alerting.
- xiii. Should have feature to make calculations on raw data obtained from analyser and generate alerts and reports.
- xiv. The web Server interface module should provide custom reporting capabilities to support regulator's present and for future requirements.
- xv. There should be a provision to create custom charts from the Web Interface Module. There should be a support to add new charts and dashboards as per the requirements.
- xvi. Should provide optional features such as to connect the data to display boards for public display.

i. Live Status

- i. The Web Server Interface module should support real time view of the data from all the industry sites for all the parameters configured for monitoring.
- ii. The Web Server Interface module should support geo-location of the industry using specific Latitude-Longitude or as per cartographic coordinates overlay on a map and present information of industry (Name, Address, Type of Industry, Brief Processes, Operating Status, etc.), parameters connected and present value either graphically or numerically display.
- iii. The software should be able to show the status of each of the sites in a geographic map and should show alerts and alarms based on system failures and parameter exceedance.
- iv. For ambient air quality, the software should be able to graphically present Air Quality Index (AQI) of the Cities/Districts over the map of Chhattisgarh State.

5.2.5. Suggested List of Deliverables

The Indicative list of deliverables from the Successful Bidder/Implementing Agency shall include (but not limited to):

- a. Supply, Deployment and Maintenance of Hardware Equipment:
 - i. Servers and other hardware's.
 - ii. Any other equipment required.
- b. System Requirement Specification (SRS) study and the document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- c. Process Flow, Workflow and FRS design.

- d. Software Design Document including Software Architecture Design, Logical and Physical Database Design.
- e. Development of Software
- f. Complete Source Code with documentation.
- g. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, and Load Test Plan).
- h. Software Testing Documentation (including details of defects/bugs/errors and their resolution).
- i. Tools to monitor the SLA should be supplied by the Implementing Agency.
- j. Trial Run, Test Run, User Acceptance Test.
- k. Training Manuals and literature.
- l. Training Special Teams, User Training.
- m. Manuals – Systems Administration Manuals, User Manuals, Installation Manuals, Operational Manuals, Maintenance & Support Manuals, and Stake-holder reference Manuals.
- n. Handholding.
- o. Team Building.
- p. Exit Plan.
- q. Periodic Status and Review Reports.
- r. Internal Review and testing documents of the Implementation Agency.
- s. Remote Support.
- t. Any other deliverables and related documents not covered under the above scope will be decided through mutual agreement (e.g. through Change Request). But the Implementing Agency cannot disagree for the deliverables required by Chhattisgarh Environment Conservation Board (CECB).

6. Penalty

The penalty will be imposed as below:

- i. On delivery and Installation of Equipment: All the hardware and software should be delivered & installed within 150 days at specified location and other locations from the date of placement of Work order/Agreement by Chhattisgarh Environment Conservation Board (CECB), any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by Chhattisgarh Environment Conservation Board (CECB) against the Work Order.
- ii. Integration of Additional Analyser: Upon receipt of request for connecting additional analysers from authorised CECB official and availability of existing analyser information, the successful bidder should integrate the requested analyser within 2 weeks. Failing to perform the integration within the stipulated timeline would attract a penalty of 1% of the unit integration cost per week of delay up to a maximum of 10% and the penalty shall be deducted from final amount payable by Chhattisgarh Environment Conservation Board (CECB) against the Work Order.
- iii. During warranty & support Period:
 - a. During the O&M phase, the deployed solution shall be running with 99.5% efficiency & uptime. Any deviation shall be liable for penalty of Rs. 1,000/- per day.
 - b. The successful bidder should replace/ repair the faulty equipment's/ resolve issues in software within 72 hours from placing the call by Chhattisgarh Environment Conservation Board (CECB) representative. If bidders fail to repair/replace the faulty equipment's issues will attract penalty Rs. 500 per day per equipment/ issues and Maximum of 25% of quarterly payment.
- iv. Maximum Penalty: The maximum penalty under this agreement shall not exceed 10% of the total order value. In such a case, the client reserves the right to terminate the contract at its discretion without any liability and forfeit the Performance Bank Guarantee (PBG) submitted.
- v. Penalty on Deployment of Resources
 - a. The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource.
A step-down penalty should be kept for exit/replacement, for e.g.
 - i. Within 6 Months: Rs. 20,000 (Rupees Twenty Thousand) per resource.
 - ii. From 6 months to 1 Year- Rs. 10,000 (Rupees Ten Thousand) per resource
 - b. After expiry of 15 calendar days of exit, a penalty of Rs. 1500 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.

Penalty for absence:

- i. In the case of absence (apart from allowed leaves) of a resource during project period, a penalty of Rs 1000 per working day per resource will be levied on such absence.
- ii. Fraction of a day in the reckoning period in supplies shall be eliminated if it is less than half a day.
- iii. The penalty would be deducted from the applicable payments. Maximum 15 Days Leave is allowed for a person in a calendar year after approval from the appropriate authority.

7. Project Timelines

The identified bidder should supply, develop and install the required solution within 6 months from the date of signing of agreement, followed by 3 years of support. Refer to Sec. 4.26.2 for Project Milestone timeline.

8. Contract Agreement:

The Contract Agreement shall be signed by the Chhattisgarh Environment Conservation Board (CECB) with the Successful Bidder upon submission of Performance Bank Guarantee by the bidder to the User Department.

ANNEXURE- I

SI	Item	Minimum Specification	Specification Offered	Compliance (Higher/Lower)
1	Web Server	Rack Server-2P , 2X 8core, 2.1 Ghz and above , 256 GB DDR III RAM, 3*600 GB SAS Hot Swap HDD (10 K or higher RPM), 2U or Better Rack Mountable 8-Port SAS RAID Controller having 256 MB buffer memory with battery backup and supporting RAID level 0,1 & 5. Integrated Four port 10/100/1000 Base T Ethernet Controller, auto sense, full duplex with RJ45 connector on 2 separate controllers Integrated on-board video controller with 16MB memory. Ports: 1x Serial Port, 1 x VGA, 5 x USB, 4 x RJ45, 1x Management port, KBD & Mouse through USB port. Dual port HBA card configurable for 8 Gbps per port along with two no. of 10 meter Optical fibre (multimode) LC to LC cables. One internal DVD Writer Redundant (1+1), hot swappable Power Supply. Dedicated port for Hardware based, OS independent out of band remote management. Server Management Features: Remote Management of the Server over LAN, Server Health Logging, and System Management software bundled in media. 3 years on Site Comprehensive Warranty including OS support with 99.95 % up time and 24x7x365 support directly from Server OEM		
2	Application Server			
3	Database Server			
4	Stagging Server			
5	Rack	42 U (Fully Populated)		
6	SAN Storage Space	120 TB (Usable) SAN Storage solutions with SAS/SATA HDD with 10500 RPM in RAID 5, and all allied devices like Storage System Switch, Storage System Caballing, Storage system Chassis, Switch SAP module and other related licenses. SAN shall have Online replication capability either inbuilt or through additional software.		

7	Tape Drive with Backup Software	<p>Tape Library</p> <p>The Tape Library should be preferable from the same OEM as Server and storage.</p> <p>The tape drive shall support LTO-5 drives</p> <p>The tape drive should be offered with 2 Nos of LTO-5 FC drives and should be scalable to 4 drives.</p> <p>The tape library should have redundant power supply.</p> <p>The tape library should support 8 Gbps FC interface.</p> <p>Should be supplied with 20 Media cartridges</p> <p>Backup License as per the solution requirement.</p> <p>Adequate number of tapes as per the solution requirement.</p>		
	Server Load Balancer	<p>LOAD BALANCER had capabilities of Ethernet should support 1Gbps Layer 4 & Layer 7 load balancing</p> <p>Content routing</p> <p>IPv6 ready</p> <p>Persistence methods</p> <p>Client IP</p> <p>Time</p> <p>Cookie</p> <p>HTTP header</p> <p>HTTP parameter</p> <p>Route-Path & Bridge-Path support</p> <p>Direct Server Return mode</p> <p>Server health monitoring</p> <p>Server weighting</p> <p>Monitor Groups</p> <p>Least connection and round-robin support</p> <p>Adaptive scheduling</p> <p>Custom Health Checking</p> <p>Request& Response re-write.</p> <p>HTTP/1.1, HTTP/2, HTTPS, WebSocket</p> <p>IMAP, POP3, SMTP with HTTPS and external HTTP-based authentication</p> <p>1 million concurrent connections</p> <p>Connection multiplexing pools for low-latency communications.</p> <p>Active-standby clusters using VRRP (keepalived)</p>		

		Mod Security WAF available as dynamically loadable module at additional cost		
	Managed Switch with all passive components	L2 Switch with 2 uplink port and 1 Gbps Ethernet port with all passive components.		
		The CECB should be able to measure and monitor the performance of the deployed infrastructure at SDC/CECB and at project locations and all SLAs set out in this RFP. For monitoring of uptime and performance of infrastructure deployed at Department Offices, the SI shall have to provision for monitoring and measurement tools, licenses, etc. required for this purpose.		

Dated ____ day of _____ 2024

Signature and Seal of the Bidder

ANNEXURE- II

BID FORM

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal
(Envelop B Online)

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver <description of goods and services> in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence the work within <number> days and to complete the work including delivery of all the items specified in the contract within <number> days calculated from the date of receipt of your Work Order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Dated _____ day of _____ 2024.

Signature and Seal of the Bidder

ANNEXURE- III

PRICE SCHEDULE

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B than bid shall be rejected)

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

Bid form for bid no. ----- Date of opening -----

1. We ----- hereby offer to supply the following items at the prices and within the period indicated below:

Sl	Item	Qty (Q)	Unit	Price per Unit (P)	Taxes per Unit (T)	Unit Price inclusive of Taxes (U=P+T)	Total Amount in INR (TA=U*Q)
1	Design and Development of Software Application as per approved SRS		Lump sum				
2	Hardware & Licenses (Server, Storage, Racks, Backup devices, Hardware and Software licenses and any other Hardware/ Software required for successful implementation of project including supply and installation) Bidder to specify the details as below (Please refer annexure XVIII)		Lump sum				
	Name & Specification Item-1						
	Item-2						
	Please add separate rows as required						
3	Supply and installation of		Lump				

	necessary equipment's and Software for upto 1500 Analysers (refer Annexure-XIV) at around 135 locations and generation of report.		su m				
4	Operation & Maintenance Cost for 3 year (including maintenance of deployed hardware and analysers integrated by additional PO during entire contract period).		Lu mp su m				

2. All quoted prices should be inclusive of all taxes and duties prevailing on the date of proposal submission.
3. The bidder should quote above items inclusive of installation and commissioning at respective site location.
4. The Chhattisgarh Environment Conservation Board (CECB) may increase/decrease the any of the above quantity at the time of issuance of LoI/Agreement.
5. The above prices are valid for entire contract period from date of agreement and Chhattisgarh Environment Conservation Board (CECB) may release the PO for integration of additional analyser (up to 2000 analyser max.) during contract period.
6. The number of units may increase or decrease by 10 percent from the mentioned units to be installed.
7. Since the price proposal is in INR, Chhattisgarh Environment Conservation Board (CECB) shall not consider any upward variation/fluctuation on account of any foreign exchange at any time during the currency of the contract.
8. Prices are valid for a period of 180 Days from date of submission of Bid.
9. Other than what is given above, the bidder is expected to account for any other deliverable to make the services successful and will be considered for commercial evaluation.

Note:

- a. The Bidders may prepare their bid form as per this Performa mentioned in e-Procurement Portal.
- b. No change in the Performa is permissible.
- c. No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial by the bidder.

Dated _____ day of _____ 2024

(Signature and seal of manufacturer/ bidder)

ANNEXURE- IV

Resources to be deployed (Onsite) during the implementation and O&M period.

SI	Resource	Nos.	Qualification and Experience	Deployment
	Project Manager	1	<p>Work Experience:</p> <ul style="list-style-type: none"> Should have at least 10 Years of experience. <p>Educational Qualification:</p> <ul style="list-style-type: none"> B.E./ B. Tech/ MCA with MBA Certification PMP / Prince 2 Certification <p>Project Management Experience</p> <ul style="list-style-type: none"> Managed at least 2 e-Governance projects having value of >=INR 10 Crores 	Onsite for implementation and O&M Phase
	Solution Architect	1	<p>Work Experience:</p> <p>8+ Years' experience in requirement analysis, design, development/ customization and implementation of complex technology solutions</p> <p>Must have worked on full life cycle implementation of at least 1 similar project.</p> <p>Educational Qualification:</p> <ul style="list-style-type: none"> B.E/ B.Tech/ MCA or equivalent 	Implementation
	Database Administrator	1	<p>Resource should have valid industry recognized DBA certificate from Oracle/Microsoft or equivalent.</p> <p>Work Experience:</p> <p>8 years of work experience</p> <p>Educational Qualification:</p> <p>BE / B. Tech / MCA</p> <p>Project Experience:</p> <p>At least 2 Government Project as DBA</p>	Onsite for implementation and O&M Phase
	Network Administrator	1	<p>Resource should have valid industry recognized certificate from Cisco or equivalent.</p> <p>Work Experience:</p> <p>7 years of work experience</p> <p>Educational Qualification:</p> <p>BE / B. Tech / MCA</p> <p>Project Experience:</p>	Onsite for implementation and O&M Phase

			At least 2 Government Project as Network Administrator	
	Environmental Management Information System (EMIS) Specialist	1	<p>Experience of using Management Information Systems for real-time environmental data management</p> <p>Work Experience: At least 5years'experience of handling data systems, systems integration, reporting and data analysis for similar environmental systems.</p> <p>Educational Qualification: Masters in environmental engineering/ science</p>	Onsite for implementation and O&M Phase
	Instrumentation Specialist	1	<p>Experience with DCS/ PI/ Other industry automation systems; trouble-shooting of and communication with data analysers and export of data from analysers over internet.</p> <p>Work Experience: Minimum 5 years hand-on experience with various types of analysers preferably with analysers installed in AAQM/CEMS/EQMS</p> <p>Educational Qualification: BE / B. Tech (in Instrumentation/ Electronics)</p>	Onsite for implementation and O&M Phase
	Technical Managers	7	<p>Resource should have valid qualification and experience as per the criteria.</p> <p>Work Experience: Project Manager 3 years of work experience in e-Governance Educational Qualification: BE / B. Tech / MCA</p> <p>Project Experience: At least 2 Government Project as Team leader</p>	Onsite for implementation and O&M Phase

Note:

- a. Replacement of resources shall generally not be allowed. The replacement of the resource by the bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or physically unfit or completion of One Year Initial period and requested by Selected Bidder.
- b. In case of failure to meet the standards of the CECB, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for the replacement / exit.
- c. The replaced resource will be accepted by the CECB only if the qualification and experience is same or more mentioned in this RFP or is found suitable to the satisfaction

of the CECB. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the CECB. The Selected Bidder shall be Maximum allowed 15 days to replace the resource.

- d. However CECB is free to relieve any resource at any time (beyond the minimum committed period) during the contract period without any penalty by serving 15 days advance notice.

ANNEXURE- V

SOFTWARE MANUFACTURER AUTHORIZATION & SUPPORT FORM

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (Envelope B –Online)

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

Subject: Tender for the Project “Selection of Vendor for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling of CAAQMS/CEMS/EQMS data through Client-Server System from Industries located across Chhattisgarh State- Phase II” in State of Chhattisgarh.

Dear Sir,

This is with reference to the above Tender & requirements therein, we authorize _____ to offer their prices for our products as listed below:

1. Product / Component

- a)
- b)
- c)

2. Product / Component

- a)
- b)
- c)

We _____ would be responsible for support of providing updates, patches, security updates, and bug fixes for the entire period of the contract for all the locations for the above products as required in the Tender. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.

We also assure you that we _____ indemnifies Chhattisgarh Environment Conservation Board, Government of Chhattisgarh, against all third party claims of infringement of patents, trademarks arising from the use of the above software for the entire period of contract.

Date: SIGNATURE OF AUTHORISED PERSON

Place: FULL NAME OF SIGNATORY
DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTERSIGNATURE OF BIDDER

Place:

NAME DESIGNATION AND SEAL

ANNEXURE-VI

COMMITMENT LETTER FROM HARDWARE MANUFACTURER AUTHORIZATION & SUPPORT FORM

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (Envelope B –Online)

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

We have gone through the tender document for the said NIT and we authorise M/s. _____ (name of the bidder to said NIT) with office at _____ to submit tender in response to the said NIT with equipment _____ produced by us on the understanding and with the undertaking from our side that the product offered in not at the end of its life cycle and we shall provide expeditiously all spares and full maintenance support to the equipment's supplied by the bidder for this tender throughout a period of three year of warranty as required by the tender document. Confirm that the products meet the technical & functional requirements & Products quoted are latest version/ specification and not the end of life. This is also to certify that all products (Hardware and Software) are ISO 9001, International Certified, and Restriction of hazardous substances (RoHS) compliant.

Date: SIGNATURE OF AUTHORISED PERSON

Place: FULL NAME OF SIGNATORY
DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTER SIGNATURE OF BIDDER
Place: NAME DESIGNATION AND SEAL

ANNEXURE-VII

PROFORMA OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act)

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____ <Name of the Bank> having its Head/Registered office at _____ <hereinafter referred to as —the Guarantor> which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

In favour of The Member Secretary of Chhattisgarh Environment Conservation Board (CECB), Raipur, having its office at Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava Raipur, Chhattisgarh 492002 (hereinafter called —Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ . a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2024 issued by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur an amount not exceeding ₹ _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ <Start Date> and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ <Expiry Date> (both dates inclusive) or till the receipt of a claim, from the Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Member Secretary, Chhattisgarh Environment Conservation Board (CECB) Raipur.

In order to give effect to this Guarantee, Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur or any indulgence by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank

ANNEXURE-VIII

PRE-CONTRACT INTEGRITY PACT

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (Envelope B –Online)

1. GENERAL

- 1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on day of the month 20..... between, the Government of Chhattisgarh acting through Shri. (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s represented by Shri..... (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/ Department of the Government, performing its function on behalf of the Government of Chhattisgarh.
2. NOW, THEREFORE, the TENDERING AUTHORITY and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, 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 Contract to be entered into with a view to:
 - 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/ Equipment/ Work/ Service 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
 - 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.
3. COMMITMENTS OF THE TENDERING AUTHORITY The TENDERING AUTHORITY commits itself to the following:
 - 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take 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.

- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat 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 the other BIDDERS.
- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 4.1. 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 TENDERING AUTHORITY, 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.
- 4.2. 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 TENDERING AUTHORITY 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 dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the 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 TENDERIN AUTHORITY 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.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to

or intends to make to officials of the TENDERING AUTHORITY 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.

- 4.5. 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.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal 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.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit another acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. 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.
- 5.2. If the BIDDER 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.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the TENDERING AUTHORITY through any of the following instruments:
 - a. Bank Draft or a Pay Order in favour of.....
 - b. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (TENDERING AUTHORITY) on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TENDERING AUTHORITY shall be treated as conclusive proof of payment.
 - c. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and TENDERING AUTHORITY, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of

Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the TENDERING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. 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 TENDERING AUTHORITY to take all or any one of the following actions, wherever required:

- a. 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.
- b. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.
- c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- d. To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate 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 TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. 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 TENDERING AUTHORITY, along with interest.
- f. To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- g. To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- j. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of

the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

k. 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 TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the TENDERING AUTHORITY 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 Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER undertakes that he 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 Department of the Government of Chhattisgarh 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 Department of the Government of Chhattisgarh 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 TENDERING AUTHORITY,. If the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. 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.

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

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

be under contractual obligation to treat the information and documents of the BIDDER/Sub Selected Bidder(s) with confidentiality.

9.5. 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 TENDERING AUTHORITY.

9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the TENDERING AUTHORITY 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 of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the TENDERING AUTHORITY.

12. 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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller 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.

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

14. The parties hereby sign this Integrity Pact at on

TENDERING AUTHORITY BIDDER

Name of the Officer:

Designation:

Witness

Witness

1)..... 1).....

2)..... 2).....

ANNEXURE-IX

DECLARATION FOR NOT BLACKLISTED

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal
(Envelop B Online)

Date

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/ Financial institution/ Court /Public sector Unit /Central Government.

Signature of Bidder:

Designation:

Seal:

Name:

Place:

Date:

ANNEXURE-X

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original on stamp paper of value required under law duly signed by
Authorized representative of Bank)

This Deed of Guarantee executed at _____ by _____ <Name of the Nationalised Bank> having its Head / Registered office at _____, and having one of its branches at _____ Raipur (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Member Secretary, Chhattisgarh Environment Conservation Board (CECB), having its office at Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava Raipur, Chhattisgarh (hereinafter referred to as — CECB) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____ <name of the relevant act/ law under which incorporated> having its registered office at _____ (hereinafter called — Bidder which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of —“Selection of Vendor for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling of CAAQMS/ CEMS/ EQMS data through Client-Server System from Industries located across Chhattisgarh State- Phase II, Invitation for Tender Document No _____ dated _____ issued by Chhattisgarh Environment Conservation Board (CECB) Government of Chhattisgarh (hereinafter referred to as —the Project).

Whereas in terms of the Invitation for Tender Document No _____ dated _____ (hereinafter referred to as Tender Document) issued by Chhattisgarh Environment Conservation Board (CECB), the Bidder is required to furnish to Chhattisgarh Environment Conservation Board (CECB) an unconditional and irrevocable Bank Guarantee for an amount of ₹25,00,000 (INR Twenty Five Lakh only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these

Presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank Hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation Guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Chhattisgarh Environment Conservation Board (CECB) an amount not exceeding INR 25,00,000 (INR Twenty Five Lakh only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed

to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from Chhattisgarh Environment Conservation Board (CECB) stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and eighty) days from the _____ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by Chhattisgarh Environment Conservation Board (CECB).
4. We..... Bank further agree that Chhattisgarh Environment Conservation Board (CECB) shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of Chhattisgarh Environment Conservation Board (CECB) in this regard shall be final and binding on us, notwithstanding any differences between Chhattisgarh Environment Conservation Board (CECB) and the said Bidder and/or any dispute between Chhattisgarh Environment Conservation Board (CECB) and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. Chhattisgarh Environment Conservation Board (CECB) shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to Chhattisgarh Environment Conservation Board (CECB) and the bank shall not be released from its liability under these presents by any exercise by Chhattisgarh Environment Conservation Board (CECB) of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Chhattisgarh Environment Conservation Board (CECB) or any indulgence by Chhattisgarh Environment Conservation Board (CECB) to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.
8. It shall not be necessary for Chhattisgarh Environment Conservation Board (CECB) to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which Chhattisgarh Environment Conservation Board (CECB) may have

obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.

9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of Chhattisgarh Environment Conservation Board (CECB) in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2024

ANNEXURE-XI

Format for Power of Attorney

(To be provided in original as part of online Envelope-B: Technical Bid to CECB office as per tender document and softcopy should be uploaded in e-procurement system on along with actual bid submission on stamp paper of value required under law duly signed by authorized representative of Bank)

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ <name and registered office address of the Bidder> do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ <Address>, acting as _____ <Designation and the name of the firm>, as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for “Selection of Vendor for Supply, Commission and Maintenance of Real Time Data Acquisition and Handling of CAAQMS/ CEMS/ EQMS data through Client- Server System- Phase II”, vide Invitation for Tender (Tender Document) Document dated _____, issued by The Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava, Raipur, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh Environment Conservation Board (CECB), Raipur or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Atal Nagar-Nava Raipur, and generally dealing with CECB in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE-XII

GUIDELINE FOR E-PROCUREMENT

Guidelines for bidders on using integrated e-Procurement System Govt. of Chhattisgarh.

<https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), Wherever relevant and applicable.

1. Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers/ Contractors/ Suppliers/ Vendors/ Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments/ Agencies/ Corporations/ Boards/ Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE, Others/ Open) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users/ bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e- Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II/ Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take up to 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation/ creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However, bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital

Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

3. Online Payment: As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link Payments accepted online 'on the eProcurement portal <https://eproc.cgstate.gov.in>.

4. Setup of User's Computer System: In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.
5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.
6. Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities/ tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.
7. Download Tender Document(s): The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.
8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender. The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not

be available during opening. Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.
10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened. The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.
11. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

ANNEXURE-XIII

Format for submission of CV

(To be provided in original as part of Techno-Commercial Proposal (Envelope – B law duly signed by bidder for the tender)

1. Proposed Position				
2. Name of Firm				
3. Name of Expert				
4. Contact information:	Phone:		Email:	
5. Date of Birth		6. Citizenship		
7. Education				
8. Member in Professional Association:				
9. Countries of Work Experiences				
10. Languages	Language	Speaking	Reading	Writing
	English			
	Hindi			
11. Employment Record:				
From:		To:		
Employer:				
Position held				
<i>*Add rows as needed</i>				
11. Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
Year:				
Location:				
Client:				
Main Project Features:				
Position Held:				
Activities Performed:				
<i>*Add rows as needed</i>				

I, the undersigned, certify to the best of my knowledge and belief that

- i. This CV correctly describes my qualifications and experience
- ii. I was not part of the team who wrote the Scope of Work for this RFP.
- iii. I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the project and the schedule set out in the Proposal.

Or [If the CV is signed by the firm's authorized representative and the written agreement Attached]

I, as the authorized representative of the firm submitting this Proposal for the <name of project and contract>, certify that I have obtained the consent of the named resource to submit his/her CV, and that I have obtained a written representation from the expert that he/ she will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date (Day/Month/Year):

[Signature of Personnel or authorized representative of the firm]

Full name of authorized representative: _____

ANNEXURE-XIV

There are approximately 135 industries where the implementation of CAAQMS/CEMS/EQMS will be carried out in Phase-II. Chhattisgarh Environment Conservation Board (CECB) shall provide the list of industries for the implementation of CAAQMS/CEMS/EQMS to the successful bidder along with the Contract Agreement. Based on the provided list, the successful bidder will be required to conduct the survey in accordance with the following format.

Region	Industry	Type of Analyser			Total
		EQMS	AQMS	CEMS	



छत्तीसगढ़ पर्यावरण संरक्षण मंडल

व्यवसायिक परिसर, छत्तीसगढ़ हाऊसिंग बोर्ड कॉलोनी,
कबीर नगर, रायपुर (छ.ग.) 492099

कार्यालय आदेश

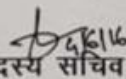
क्रमांक 1485 /मु./तक./छ.ग.प.सं.म./2016 रायपुर, दिनांक 4/6/2016
छत्तीसगढ़ राज्य में स्थित 17 प्रकार के प्रदूषणकारी प्रकृति के उद्योगों में ऑन लाईन
ईमीशन मॉनिटरिंग सिस्टम लगाये जाने की कार्यवाही अंतिम चरण में है। मॉनिटरिंग डाटा
को छत्तीसगढ़ पर्यावरण संरक्षण मंडल में ऑन लाईन उपलब्ध कराने संबंधी कार्य भी
प्रगति पर है। ऑन लाईन ईमीशन मॉनिटरिंग सिस्टम के माध्यम से उद्योगों के उत्सर्जन
पर निगरानी रखने हेतु 24x7 कंट्रोल रूम की व्यवस्था भी की जा रही है। ऑन लाईन
ईमीशन मॉनिटरिंग सिस्टम से प्राप्त आंकड़ों के आधार पर उद्योगों के विरुद्ध कार्यवाही
करने के लिये निम्नानुसार निर्देशों का पालन किया जावे :-

1. सभी 17 प्रकार के प्रदूषणकारी प्रकृति के उद्योगों को प्लांट चालू करने एवं बंद
करने की अग्रिम सूचना संबंधित क्षेत्रीय अधिकारी, छत्तीसगढ़ पर्यावरण संरक्षण
मंडल एवं मुख्यालय को अनिवार्य रूप से एस.एम.एस. / ई-मेल के माध्यम से देना
होगा, जिससे प्लांट चालू करते / बंद करते समय होने वाले अधिक उत्सर्जन
बाबत मंडल को पूर्व से ही जानकारी रहे।
2. बिन्दु क्रमांक-01 में वर्णित स्थिति को छोड़कर स्पंज ऑयरन प्लांट से 30 मिनट,
पॉवर प्लांट एवं अन्य उद्योगों से 45 मिनट से अधिक समय तक लगातार अथवा/
एवं 24 घंटे में कुल 1.5 घंटे से अधिक समय तक निर्धारित सीमा से अधिक
उत्सर्जन पाये जाने पर उद्योग को सुधार की तत्काल कार्यवाही करने हेतु क्षेत्रीय
अधिकारी द्वारा निर्देशित किया जावे।
3. स्पंज ऑयरन प्लांट से 30 मिनट, पॉवर प्लांट एवं अन्य उद्योगों से 45 मिनट से
अधिक समय तक लगातार अथवा / एवं 24 घंटे में कुल 1.5 घंटे से अधिक समय
तक निर्धारित सीमा से अधिक उत्सर्जन एक सप्ताह के भीतर दुबारा पाये जाने पर
उद्योग को वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क'
के तहत 24 घंटे के भीतर सुधार की कार्यवाही करने हेतु नोटिस क्षेत्रीय अधिकारी
द्वारा दिया जावे।
4. उपरोक्त नोटिस देने के उपरांत 24 घंटे के भीतर सुधार की कार्यवाही नहीं किये
जाने के फलस्वरूप निर्धारित मानक से अधिक उत्सर्जन लगातार पाये जाने पर
उद्योग द्वारा स्वतः उद्योग का संचालन बंद करने पर संबंधित क्षेत्रीय कार्यालय द्वारा

इसकी पुष्टि करते हुये वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत क्षेत्रीय अधिकारी द्वारा यह निर्देश जारी किया जावेगा कि सुधार की कार्यवाही पूर्ण करने के उपरांत तथा क्षेत्रीय कार्यालय द्वारा सुधार कार्य के सत्यापन के उपरांत ही क्षेत्रीय कार्यालय से आदेश प्राप्त कर पुनः उत्पादन प्रारंभ किया जावे।

5. उपरोक्त नोटिस देने के उपरांत 24 घंटे के भीतर सुधार की कार्यवाही नहीं किये जाने के फलस्वरूप निर्धारित मानक से अधिक उत्सर्जन लगातार पाये जाने पर उद्योग द्वारा स्वतः उद्योग का संचालन बंद नहीं करने पर आसपास के पर्यावरण को गंभीर नुकसान होने की संभावना के दृष्टिगत (Likelihood of grave injury to the environment) उद्योग के विरुद्ध वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा '31क' के तहत संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा दिया जावे।
6. उद्योग को वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा '31क' के तहत संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा जारी करने पर उद्योग द्वारा सुधार की कार्यवाही पूर्ण करने की दशा में वृहद एवं मध्यम श्रेणी के उद्योगों के संदर्भ में सदस्य सचिव द्वारा प्रचलित व्यवस्था के तहत एक टीम गठित कर आगामी कार्यवाही की जावे। लघु श्रेणी के उद्योगों के संदर्भ में क्षेत्रीय अधिकारी द्वारा नियमानुसार निर्णय लेकर कार्यवाही की जावे।
7. स्पंज ऑयरन प्लांट से 30 मिनट, पॉवर प्लांट एवं अन्य उद्योगों से 45 मिनट से अधिक समय तक लगातार अथवा / एवं 24 घंटे में कुल 1.5 घंटे से अधिक समय तक निर्धारित सीमा से अधिक उत्सर्जन किसी माह में तीसरी बार पाये जाने की स्थिति में आसपास के पर्यावरण को गंभीर नुकसान होने की संभावना के दृष्टिगत (Likelihood of grave injury to the environment) उद्योग के विरुद्ध वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा '31क' के तहत सीधे संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा दिया जावे। क्षेत्रीय अधिकारी द्वारा सुसंगत निर्देश जारी करने पर उद्योग द्वारा सुधार की कार्यवाही पूर्ण करने की दशा में बिन्दु कमांक-6 के निर्देशानुसार कार्यवाही सुनिश्चित किया जावे।

उपरोक्त आदेश तत्काल प्रभाव से लागू माना जायेगा। सभी क्षेत्रीय अधिकारी संबंधित उद्योगों को उक्त आदेश में दिये गये निर्देशों से अवगत करायेंगे।


सदस्य सचिव

छत्तीसगढ़ पर्यावरण संरक्षण मंडल,
रायपुर (छ.ग.)

क्रमांक 1486/मु./तक./छ.ग.प.सं.मं./2016 रायपुर,

दिनांक 4/6 /2016

प्रतिलिपि :-

1. मुख्य अभियंता (प्रभारी), छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।
2. सर्व संबंधित अधिकारी, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।
3. क्षेत्रीय अधिकारी, क्षेत्रीय कार्यालय, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर / बिलासपुर / भिलाई - दुर्ग / रायगढ़ / कोरबा / जगदलपुर / अंबिकापुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित। उपरोक्त आदेश का कड़ाई से पालन सुनिश्चित किया जावे।

4/6/16

सदस्य सचिव

छत्तीसगढ़ पर्यावरण संरक्षण मंडल,
रायपुर (छ.ग.)

o/c



छत्तीसगढ़ पर्यावरण संरक्षण मंडल
पर्यावास भवन, नार्थ ब्लॉक, सेक्टर - 19,
नया रायपुर (छ.ग.) 492002

क्रमांक 1022 / मुख्या. / तक. / छ.ग.प.सं.मं. / 2017

रायपुर, दिनांक 7/6/2017

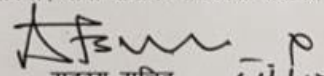
कार्यालय आदेश

छत्तीसगढ़ राज्य में रोलिंग मिलों में ऑनलाईन ईमीशन मॉनिटरिंग सिस्टम की स्थापना कराई गई है। मॉनिटरिंग डाटा की छत्तीसगढ़ पर्यावरण संरक्षण मंडल में ऑन लाईन कनेक्टिविटी का कार्य प्रगति पर है। रोलिंग मिल एसोसिएशन के साथ हुई बैठक दिनांक 14/02/2017 में लिये गये निर्णय अनुसार एवं दिनांक 12/05/2017 को हुई चर्चा उपरांत ऑनलाईन ईमीशन मॉनिटरिंग सिस्टम से प्राप्त आंकड़ों के आधार पर रोलिंग मिलों के विरुद्ध कार्यवाही हेतु निम्नानुसार निर्देशों का पालन किया जावे:-

1. रोलिंग मिल एक दिन में सामान्यतः 10-12 घंटे ही कार्यरत रहते हैं तथा प्रतिदिन प्लांट को चालू/ बंद किया जाता है। प्रतिदिन प्लांट को चालू तथा बंद करने को छोड़कर अन्य परिस्थितियों में प्लांट चालू करने एवं बंद करने की अग्रिम सूचना संबंधित क्षेत्रीय अधिकारी, छत्तीसगढ़ पर्यावरण संरक्षण मंडल को अनिवार्य रूप से एस.एम.एस. अथवा ई-मेल के माध्यम से देना होगा तथा एस.एम.एस. की पुष्टि हेतु लिखित में जानकारी दी जानी होगी, जिससे प्लांट चालू करते/बंद करते समय होने वाले अधिक उत्सर्जन बाबत मंडल को पूर्व से ही जानकारी रहे।
2. रोलिंग मिल प्रारंभ करने के दौरान प्रातः 5:00 बजे से 8:00 बजे तक की अवधि में पर्यावरण (संरक्षण) नियम, 1986 में रोलिंग मिल के लिए निर्धारित अधिकतम पार्टिकुलेट मैटर उत्सर्जन 450 मि.ग्राम/सामान्य घनमीटर से कम सुनिश्चित किया जावे। उक्त अवधि में पार्टिकुलेट मैटर उत्सर्जन 450 मि.ग्राम/सामान्य घनमीटर से अधिक लगातार 45 मिनट या उससे ज्यादा समय तक रहने पर अथवा/एवं तीन घंटों की समयावधि में निम्न - निम्न समय में कुल 30 मिनट से अधिक समय तक उत्सर्जन ज्यादा पाये जाने पर उद्योग को सुधार की तत्काल कार्यवाही करने हेतु निर्देशित किया जावे। यह कार्यवाही ई-मेल एवं एसएमएस/फोन के द्वारा किया जावे।
3. प्रातः 8:00 बजे के पश्चात् आगे की 21 घंटे की अवधि में पार्टिकुलेट मैटर उत्सर्जन 50 मि. ग्राम/सामान्य घनमीटर से कम सुनिश्चित किया जावे। बिन्दु क्रमांक-01 में वर्णित स्थिति को छोड़कर रोलिंग मिलों से 45 मिनट से अधिक समय तक लगातार अथवा/एवं 24 घंटे में कुल 2.0 घंटे से अधिक समय तक निर्धारित सीमा से अधिक उत्सर्जन पाये जाने पर उद्योग को सुधार की तत्काल कार्यवाही करने हेतु निर्देशित किया जावे। यह कार्यवाही ई-मेल एवं एसएमएस/फोन के द्वारा किया जावे।
4. बिन्दु क्रमांक 2 एवं बिन्दु क्रमांक 3 में उत्सर्जन की निर्धारित सीमा एवं /और निर्धारित समय से अधिक उत्सर्जन एक सप्ताह के भीतर दुबारा पाये जाने पर उद्योग को सुधार की तत्काल कार्यवाही करने हेतु निर्देशित करने के साथ चेतावनी पत्र जारी किया जावे कि भविष्य में और उल्लंघन पाये जाने पर वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत कार्यवाही की जावेगी।
5. बिन्दु क्रमांक 2 एवं बिन्दु क्रमांक 3 में उत्सर्जन की निर्धारित सीमा एवं /और निर्धारित समय से अधिक उत्सर्जन 15 दिवस के भीतर तीसरी बार पाये जाने पर वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत 24 घंटे के भीतर सुधार की कार्यवाही करने हेतु नोटिस दिया जावे।

6. उपरोक्त नोटिस देने के उपरांत 24 घंटे के भीतर सुधार की कार्यवाही नहीं किये जाने के फलस्वरूप निर्धारित मानक से अधिक उत्सर्जन लगातार पाये जाने पर उद्योग द्वारा स्वतः उद्योग का संचालन बंद करने पर संबंधित क्षेत्रीय कार्यालय द्वारा इसकी पुष्टि करते हुये वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत क्षेत्रीय अधिकारी द्वारा यह निर्देश जारी किया जावेगा कि सुधार की कार्यवाही पूर्ण करने के उपरांत तथा क्षेत्रीय कार्यालय द्वारा सुधार कार्य के सत्यापन के उपरांत ही क्षेत्रीय कार्यालय से आदेश प्राप्त कर पुनः उत्पादन प्रारंभ किया जावे।
7. उपरोक्त नोटिस देने के उपरांत 24 घंटे के भीतर सुधार की कार्यवाही नहीं किये जाने के फलस्वरूप निर्धारित मानक से अधिक उत्सर्जन लगातार पाये जाने पर उद्योग द्वारा स्वतः उद्योग का संचालन बंद नहीं करने पर आसपास के पर्यावरण को गंभीर नुकसान होने की संभावना के दृष्टिगत (Likelihood of grave injury to the environment) उद्योग के विरुद्ध वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा दिया जावे।
8. उद्योग को वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा जारी करने पर उद्योग द्वारा सुधार की कार्यवाही पूर्ण करने की दशा में क्षेत्रीय अधिकारी द्वारा नियमानुसार निर्णय लेकर कार्यवाही की जावे।
9. बिन्दु क्रमांक 2 एवं बिन्दु क्रमांक 3 में उत्सर्जन की निर्धारित सीमा एवं /और निर्धारित समय से अधिक उत्सर्जन एक माह में पाँचवीं बार पाये जाने की स्थिति में आसपास के पर्यावरण को गंभीर नुकसान होने की संभावना के दृष्टिगत (Likelihood of grave injury to the environment) उद्योग के विरुद्ध वायु (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1981 की धारा 31'क' के तहत सीधे संचालन प्रक्रिया बंद करने के साथ संबंधित विभागों को विद्युत विच्छेदन / वाटर सप्लाई बंद करने अथवा अन्य सुसंगत निर्देश क्षेत्रीय अधिकारी द्वारा दिया जावे।
10. मुख्यालय एवं संबंधित क्षेत्रीय अधिकारी को पूर्व सूचना दिये जाने की स्थिति को छोड़कर रोलिंग मिलों से विगत 24 घंटों में 06 घंटे तक लगातार डाटा प्राप्त न होने अथवा विसंगतिपूर्ण डाटा प्राप्त होने को भी उल्लंघन की श्रेणी में माना जावेगा एवं बिन्दु क्रमांक-02 से 09 के अनुसार कार्यवाही की जावे।

उपरोक्त आदेश दिनांक 01/09/2017 से प्रभावशील माना जावेगा। सभी क्षेत्रीय अधिकारी संबंधित उद्योगों को उक्त आदेश में दिये गये निर्देशों से अवगत करायेंगे।

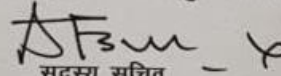

सदस्य सचिव 6/6/17

छत्तीसगढ़ पर्यावरण संरक्षण मंडल,
नया रायपुर (छ.ग.)

पृ.क्रमांक 1023 / मुख्या. / तक. / छ.ग.प.सं.मं. / 2017

नया रायपुर, दिनांक 7/6/2017

- प्रतिलिपि :-
1. मुख्य अभियंता (प्रमारी), छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।
 2. सर्व संबंधित अधिकारी, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।
 3. क्षेत्रीय अधिकारी, क्षेत्रीय कार्यालय, छत्तीसगढ़ पर्यावरण संरक्षण मंडल, रायपुर/दुर्ग-मिलाई/बिलासपुर/कोरबा/रायगढ़/अबिकापुर/जगदलपुर की ओर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है। उपरोक्त आदेश का कड़ाई से पालन सुनिश्चित किया जावे।


सदस्य सचिव - 8

छत्तीसगढ़ पर्यावरण संरक्षण मंडल,
नया रायपुर (छ.ग.)

0/1 10

ANNEXURE-XVII

Format for Certifying that Online & Offline Documents are identical

(To be provided in original as part of online Envelope-B: Technical Proposal by all consortium partners)

Date.....

To,
Member Secretary
Chhattisgarh Environment Conservation Board (CECB)
Paryavas Bhavan, North Block Sector-19,
Atal Nagar-Nava Raipur, Chhattisgarh 492002
E-mail:

Dear Sir,

Ref.: E-Tender No.

We <Name of the bidder> hereby submit one set of original documents of our proposal (except the financial proposal) in response to notice inviting tender date and tender document no. and confirm that :

1. Online and Offline documents are identical.
2. In case of discrepancies in online & offline documents, Online Documents would be considered valid.
3. Offline Documents does not include Financial Proposal. In case, it contains the Financial Proposal, our bid will be summarily rejected.

Signature of Bidder:

Place:

Name:

Date:

Designation:

Seal:

ANNEXURE-XVIII

Envelope-C, in soft copy duly seal & signed on Company Letter Head

SI	Item Name	Quantity
1	Item 1	To be furnished by bidder
2	Item 2	To be furnished by bidder
3	Item 3	To be furnished by bidder
4	Item 4	To be furnished by bidder
5	Item 5	To be furnished by bidder
6	Item 6	To be furnished by bidder
7	Item 7	To be furnished by bidder
8	Item 8	To be furnished by bidder
9	Item 9	To be furnished by bidder

Note: In e-procurement portal quantity for above items has been specified as 1 for calculation purpose, however bidder has to quote price bid as per actual quantity quoted by bidder.