



REQUEST FOR PROPOSAL (RFP)

For

Consultancy Services for Inventorization and Categorization of Hazardous Waste (HW) generated from Industries in State of Chhattisgarh

Chhattisgarh Environment Conservation Board
(CECB)

Member Secretary
Chhattisgarh Environment Conservation Board
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North Block Sector-19,
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RFP No:
Issue Date:

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IMPORTANT NOTE & TENDER NOTICE

Chhattisgarh Environment Conservation Board (CECB) invites Request for proposal for Inventorization and Categorization of Hazardous Waste (HW) generated from industries in state of Chhattisgarh. All bids should be addressed to:

Member Secretary
Chhattisgarh Environment Conservation Board
Paryavas Bhavan,
North Block Sector-19,
Naya Raipur(C.G.) 492002

Bids received after the due date will be rejected.

The document can be downloaded from the website <http://www.enviscecb.org>. 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 RFP 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. The data sheet for all the components should be submitted by the Bidder for the scrutiny.

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, Naya Raipur, 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

CECB Chhattisgarh Environment Conservation Board

EMD Earnest Money Deposit

HW Hazardous Waste

LD Liquidated Damage

NIC National Informatic Centre

PGB Performance Bank Guarantee

Introduction

The Chhattisgarh Environment Conservation Board (CECB) is committed to inventorization of Hazardous Waste in the state as per Hazardous and Other Wastes (Management and Transboundary Movement) Amendment Rules, 2016. For this it intends to hire a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.

Chhattisgarh Environment Conservation Board (CECB) now invites bid for selection of consulting firm for Inventorization and Categorization of Hazardous Waste (HW) generated from industries in state of Chhattisgarh .

All the activities mentioned in Sec 5: Scope of Work to be delivered within 6 months from the date of award and the collected data should be submitted in appropriate report and supporting excel data base format.

The Services are required for entire Chhattisgarh state. Industries presently registered with CECB belonging to Red and Orange categories are summarised in **Appendix I** of the RFP. Member Secretary of CECB shall be floating the bid and payment for the same shall be released by this authority as per the suitable modalities identified by him.

Member Secretary of CECB reserves the right to reject anyone or all bids without assigning any reason thereof.

1 FACT SHEET

Sl. No,	Titles	Descriptions
1	Tender No.	02/2017-2018/ Chhattisgarh Environment Conservation Board, Naya Raipur (CECB)/2017
2	Scope of Work	"Consultancy Services for Inventorization and Categorization of Hazardous Waste (HW) generated from industries in state of Chhattisgarh "
3	Name of the tender issuer	Chhattisgarh Environment Conservation Board
4	Date of issue of re-tender document	22/12/2017
5	Last date for sending Pre Bid Query	30/12/2017
6	Pre Bid Meeting	A Pre-Bid meeting will be held on 04/01/2018 at 1:00 PM at Chhattisgarh Environment Conservation Board (CECB), Naya Raipur
7	Pre-bid query response would be published on	08/01/2018
8	Last Date for Submission of Bids	19/01/2018 Time: 03:00 PM
9	Physical submission of EMD (in the form of DD/BG)	Friday, 19/01/2018 by 03:00 P.M. along with Technical Bid as per submission instructions in Sec. 2.4.3 of the RFP.
10	Date of Opening of Technical Bids	Friday, 19/01/2018 at 4:00 P.M
11	Date of Presentation	To be informed later through e-mail
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) Paryavas Bhavan, North Block Sector-19, Naya Raipur(C.G.) 492002 As per instruction given in Sl. No. 9.
14	Address for Communication	Member Secretary Chhattisgarh Environment Conservation Board (CECB) Paryavas Bhavan, North Block Sector-19, Naya Raipur(C.G.) 492002
15	Cost of Tender Document	Non-refundable Rs 5,000 (Rs. Five Thousand only) through Demand Draft payment in the name of Member Secretary, Chhattisgarh Environment Conservation Board
16	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One lakh only). EMD may be submitted in Demand Draft in the name of Member Secretary, Chhattisgarh Environment Conservation Board, Naya Raipur (CECB):- 1. Original copy of the DD should be submitted to Chhattisgarh

Inventorization and Categorization of Hazardous Wastes in Chhattisgarh State

		Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. 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: Original copy of BG should be submitted to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. No. 9.
17	Validity of Proposal	Proposals must remain valid for 180 days after the submission date.
18	Bid Submission	Bid will be submitted in Hard Copy in three separate Envelopes. Refer SEC. 2.7 of the RFP.
19	Availability of Tender Document	Tender can be downloaded from http://enviscecb.org
20	Method of Selection	QCBS
21	Expected date for commencement of consulting services	Within 15 days from the date of signing of contract.

2 INSTRUCTIONS TO THE BIDDERS

2.1 General

- a. While every effort has been made to provide comprehensive and accurate background Information and 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).

2.2 Compliant Tenders / Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. 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

2.3 Pre-Bid Meeting & Clarifications

2.3.1 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. Two (2) authorized representative 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) 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.
- f. The queries should necessarily be submitted in the following format:

Sl. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

- g. Chhattisgarh Environment Conservation Board (CECB) shall not be responsible for ensuring that the bidders 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.

2.3.2 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 <http://www.enviscecb.org>.
- 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.

2.4 Key Requirements of the Bid

2.4.1 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 bidders' participation in this process may result Chhattisgarh Environment Conservation Board (CECB) selecting the bidder to engage towards execution of the contract.

2.4.2 TENDER Fees

Bidder needs to pay Rs. 5,000 through Demand Draft in the name of Member Secretary, Chhattisgarh Environment Conservation Board for document processing during bid submission.

2.4.3 Earnest Money Deposit (EMD)

a) EMD needs to be submitted in Demand Draft/ BG:-

EMD may be submitted in Demand Draft in the name of Member Secretary, Chhattisgarh Environment Conservation Board, Naya Raipur (CECB):

1. Original copy of the DD should be submitted to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. No. 9 of the Fact Sheet (Page 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:

1. Original copy of BG should be submitted to Chhattisgarh Environment Conservation Board, Naya Raipur (CECB) office as per instruction given in Sl. No. 9 of the Fact Sheet (Page 9).

b) EMD of all unsuccessful bidders would be refunded by Chhattisgarh Environment Conservation Board, Naya Raipur (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:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

2.4.4 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Form PQ – 3 mentioned in this TENDER.

2.5 Preparation and Submission of Proposal

2.5.1 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.

2.5.2 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.

2.6 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 Tender 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.

2.6.1 Tender Opening

Received bids will be opened by the evaluation committee in front of the representative of the Participating bidders however presence of a bidder representative during opening of the bids is not mandatory.

2.6.2 Tender Validity

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

2.6.3 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 bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance

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 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:-

- i. Copies of all supporting documents to be submitted to Chhattisgarh Environment Conservation Board (CECB) in quality print.
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
- iii. Completion certificate should clearly indicate the value and duration of the project.
- iv. In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
- v. Incomplete order copy submitted by the bidder will not be considered for evaluation.
- vi. 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 Commercial 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 others 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 Proposal (LCP) /Bidders actual Commercial Proposal (ACP)

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.

2.7 Prequalification, Technical & Commercial Proposal

• Pre-qualification/Eligibility Criteria

Pre-qualification document as per eligibility criteria specified under Section -2.6.3 above along with the following documentations should be submitted in **Envelope A**:

- a. DD for Tender Fee
- b. 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.
- c. Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
- d. Reference list of major clients
- e. Declaration for Not Black Listed (Form PQ -1)
- f. Bank Guarantee Form for EMD (Ref: Form PQ – 2)
- g. Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate' (Ref: Form PQ – 3).
- h. 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

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal. It should consist of the following and submitted in **Envelope B**:

- a. Technical Proposal Submission Form (Ref: Form TECH – 1)
- b. Consultant's Organization and Experience (Ref: Form TECH – 2 A&B)

- c. Description of Approach, Methodology and Work Plan for Performing the Assignment (Ref: Form TECH-3)
- d. Team Composition and Task Assignments (Ref: Form TECH-4)
- e. Curriculum Vitae (CV) for Proposed Professional Staff (Ref: Form TECH-5)
- f. Staffing Schedule (Ref: Form TECH-6)
- g. Work Schedule (Ref: Form TECH-7)
- h. All other relevant document for Technical Evaluation

• Commercial proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal. It should consist of the following:

- a. Form FIN-1: Financial Proposal Submission Form to be submitted directly to Chhattisgarh Environment Conservation Board in **Envelope C**.
- b. Form FIN-2: Summary of Costs – to be submitted directly to Chhattisgarh Environment Conservation Board in **Envelope C**.
- c. Form FIN-3: Performance Bank Guarantee at the rate of 10% of the awarded project cost – to be submitted within 15 days of issuance of Letter of Intent notifying the award of the Contract in **Envelope D**.

2.8 Modification and withdrawal of Bids

Once the Bid is submitted modification and withdrawal is not permitted.

2.9 Proposal Forms

- i. 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.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. Chhattisgarh Environment Conservation Board (CECB) shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

2.10 Local Conditions

- i. 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.
- ii. 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.
- iii. 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.

2.11 Contacting the Chhattisgarh Environment Conservation Board (CECB)

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of his proposal.

- 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.

2.12 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/ GST registration certificate, whichever is applicable, for this Tender.

2.13 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.

2.14 Opening of Proposal

First, the Envelope containing Earnest Money Deposit (EMD) will be opened, and if found, that the bidder has furnished all the documents relating to EMD in the prescribed manner, then the second Envelope containing Technical Proposal will be opened otherwise the bid will be considered non-responsive and would be rejected. 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 Bid is as follows:

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

2.15 Deciding Award of Contract

- i. 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.
- ii. 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.

- iii. 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.
- iv. Chhattisgarh Environment Conservation Board (CECB) shall inform the Bidder whose proposal is accepted via issuance of Letter of Intent (Lol) in duplicate copy. Bidder shall acknowledge the Lol and return the duplicate copy duly sealed and signed, within fifteen days from the issue of Lol by Chhattisgarh Environment Conservation Board (CECB).
- v. After acceptance of Lol, a Performance Bank Guarantee at 10% of the contract value 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 as mentioned in the bidder's schedule.

3 PROPOSED CONTRACT TERMS

3.1 Confidentiality

- As used herein, the term –Confidential InformationI 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 time 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 this 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 any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

3.2 Execution of Agreement

After acknowledgement of the Lol 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 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 Lol.

3.3 Duration of the contract:

The CONTRACT shall be valid for a period as mentioned in the successful bidder's schedule (but not exceeding 6 months) from the date of signing of Agreement.

3.4 Terms and Conditions: Applicable Post Award of Contract

3.4.1 Termination Clause

i) 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 time lines 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 as liquidated damages for the delay.

- If deductions on 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.

ii) 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.

3.4.2 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 agreed schedule or quality of deliverables, 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 installed at industries 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/ industries' any equipment, if the damage was due to the actions directly attributable to the staff of 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 to either cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance as below.

- Failure to comply with schedule – 1% of the contract value to be deducted for delay by each week beyond each delivery milestone indicated in Sec. 4 : Scope of Work.
- Failure to comply with Quality – Incomplete inventorization of hazardous waste generators: 1% of the contract value to be deducted for omission of every 20 generators.
- Failure to comply with Quality – If any milestone delivery requires more than 3 revisions due to poor quality of delivery by the bidder, 1% of the contract value to be deducted.

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

3.4.3 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 15days.

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.

3.4.4 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.

3.4.5 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.

3.4.6 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 and/or invoke the Performance Bank Guarantee (PBG) of the successful bidder.

3.5 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.

3.6 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, with or without 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.

The procedure for midterm review of the progress of the work is specified in Sec. 0.

3.7 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.

Any deliverable submitted to CECB for review and comments would be responded to within 10 working days.

3.8 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.

3.9 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).

3.10 Milestone, Timeline and Payment Schedule

3.10.1 Total Cost of Services

The total cost of the Services payable is set forth as per the successful bidder's 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.

3.10.2 Payment Milestones and Timeline

Please refer Sec. 4.4: Deliverables and Payment Terms.

- 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, if any.
- 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. 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 approved invoices.

3.11 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 Scope of Work / 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).

3.12 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 Performance 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 "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 CECB after the work is finally accepted.

3.19 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.

3.20 General

➤ Relationship between the Parties

- 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.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- 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.

➤ 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).

➤ 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.

➤ Entire Contract

- 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 in consonance 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.

➤ Governing Law

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

➤ Jurisdiction of Courts

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

➤ Compliance with Laws

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

➤ Notices

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
Paryavas Bhavan, North Block Sector-19,
Naya Raipur(C.G.),
Email - hocecb@gmail.com

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.

Waiver

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

Modification

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

Taxes

- 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.
- 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.

Application

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

3.21 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 Lol 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 Lol 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

- i. 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 Lol or has dealt with matters concerning the Agreement or arising therefrom, 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

- ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol 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 Lol 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 means 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**

- i. establishing contact with any person connected with or employed or engaged by Chhattisgarh Environment Conservation Board (CECB) with the objective of canvassing,

- ii. lobbying or in any manner influencing or attempting to influence the Selection Process; or
- iii. 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 Contract Period

The Successful bidder shall sign contract with the Chhattisgarh Environment Conservation Board (CECB) for a period as specified in the Schedule of the successful bidder's offer.

4 SCOPE OF WORK

4.1 Introduction:

Chhattisgarh Environment Conservation Board (CECB) has undertaken inventorization of hazardous wastes generating units as per amended Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016. Till date CECB has granted authorisation to certain units (primarily large and medium) generating hazardous wastes in the State for collection, reception, treatment, transport, storage and disposal.

The Hazardous Wastes generating units in the State include mainly Cement Plants, Iron and Steel Plants, Fertilizer Plants, Aluminium Plant, Power Plants, Waste Processing Units, Mine Workshops & Wire Drawing Units. The hazardous Wastes generated from these units are mainly used/waste oil, oil sludge, cathode residues, tar residue, lead & zinc-ash/slag/dross, sulphur sludge etc.

Chhattisgarh has an abundance of above mentioned sector of industries and these together contribute substantially to the total hazardous waste generation in the state. However, many of these operators are not aware of the waste characteristics and correct quantification methods and hence waste generation records submitted to CECB are often not realistic. Further, all the industries under Red and Orange Categories (generating Hazardous Waste) located in the State are presently not included and has not been granted authorization. As such information is important for better regulation and planning, the estimation of waste generation factors for these industry segments will help the CECB in framing a realistic policy for waste management in these industries.

Chhattisgarh Environment Conservation Board is committed to inventorization of Hazardous Waste in the state as per Sec.20(3) of Hazardous and Other Wastes (Management and Transboundary Movement) Amendment Rules, 2016 collect key data and information of facilities and complexes relevant for their pollution potential and create a complete excel data base for the state. On the basis of these data the C.G. govt. will establish a Common Hazardous Waste Treatment and Disposal Facility (**CHWTSDF**) in the state.

There are total no. of 4973 large, medium and small scale industries enlisted as Red category and Orange category, which may potentially generate hazardous wastes. Green Category and white Category are not included in the list as these types of Industries do not produce Hazardous Waste.

4.2 Objective:

- (i) Create a database in excel format and introduce or apply a categorization system of industry types which takes into account their outputs, main required resources and main waste types and quantities generated;
- (ii) Understand the spatial distribution of these industries across the State of Chhattisgarh;

4.3 The Assignment:

The work will be carried out through the following broad steps:-

STEP 1: PRELIMINARY STUDY

Objective: to collect, collate and review the existing data and general information on hazardous waste generating sources.

- a) The data such as list of Industries, and other details as per consent orders will be provided by CECB. The consultant shall obtain data from other sources such as Industries Dept., Mines & Geology, Revenue Department, and Civil Supplies Department etc. This data should be consolidated in consultation with respective Regional Offices of the Board.
- b) The consultant shall closely interact with Regional Offices of the Board for correctness of the data being collected
- c) Tap other sources such as Public Complaints, legal proceedings on issues relating to environmental damages, information from other monitoring programs, media news, articles/publications on environmental contamination, etc.
- d) Identify possible hazardous wastes generated by the newly listed units based on available information on process and raw materials.
- e) Finalise the list of industries in consultation with the project authorities to carry-out further field verification.

Outcomes: A preliminary inventory of hazardous waste generating facilities (Industries, recyclers, waste management facilities etc.) and an estimate of the waste generation in the state and categorize them i.e landfillable, incinerable, recyclable.

STEP 2: FIELD VISITS

Objective: to verify waste generation record in respect to handling, storage, treatment, recycling, disposal practices, total material balance.

The Consultant shall conduct a thorough review of the available data on the units identified in Step 1 and verify:-

- a) Inventory and Categorization of hazardous waste of all the industries as per their list finalized in the step-1 duly collecting the information and putting the data in excel format. The methodology shall be followed as per Annexure-I
- b) Summarization and analysis of the hazardous waste data collected as per Annexure-I shall be performed. The methodology shall be followed as per Annexure-II
- c) Each of the identified hazardous waste generating facility shall be geo-tagged. If the area of Industry is more than 50 acres, multiple coordinates at various corners shall be collected.
- d) Data shall also be collected for the unlisted industries that the consultant comes across

during the field work. This should specifically include: railway repair and maintenance sheds, automobile service centers, bulk petroleum storage depots, etc.

Output: An updated list of hazardous waste generating, recycling and reprocessing units, in a consistent and comparable excel format, clearly identifying the nature and type of wastes and giving an estimate of the hazardous waste generation from each unit, the handling, storage, treatment and disposal practices, information on any visible contamination of land or surface water, the disposal of industrial hazardous waste etc.

STEP 3: DEVELOPMENT OF PROCESS SPECIFIC HAZARDOUS WASTE GENERATION FACTORS

To determine hazardous waste generation factors covering different sector of industries to facilitate realistic waste inventorization in these units.

The consultant shall visit units of the following industry sectors (only which are located in the State of Chhattisgarh) and conduct studies about their raw material, process, product and production efficiency in order to determine the process specific hazardous Waste Generation Factors (WGF) with respect to raw material or product quantity :-

1. **Aluminium Smelting**
2. **Basic Drugs & Pharmaceuticals Manufacturing**
3. **Chlor Alkali/ Caustic Soda**
4. **Cement (200TPD and above)**
5. **Copper Smelting**
6. **Dyes and Dye Intermediate**
7. **Fermentation (Distillery)**
8. **Fertiliser**
9. **Integrated Iron & Steel including Sponge Iron Units**
10. **Leather Processing including Tanneries**
11. **Oil Refinery**
12. **Pesticide Formulation & Manufacturing**
13. **Chemical Manufacturing Plants**
14. **Petrochemical (including Bulk Petroleum Depots)**
15. **Pulp & Paper (30 TPD and above)**
16. **Sugar**
17. **Thermal Power Plants**
18. **Zinc Smelting**
19. **Coal gasification units (Producer gas plants)**
20. **Aluminium dross processing units**

21. **Galvanizing units**
22. **Coal tar processing units**
23. **Lead Acid Battery Recycling units**
24. **Used/Spent oil reprocessing units**
25. **Zinc Recycling units (Secondary Zinc production)**
26. **Major Mineral Mines (Coal Mines, Iron Ore Mines, Lime stone Mines etc.)**
27. **Recycling Unit of Spent Catalyst containing heavy metals**

Output: A comprehensive list of all hazardous waste types generated from these identified industrial operations along with process specific waste generation factors expressed as ratio of major raw material / major product/Units serviced/ Quantity stored.

STEP 4: FINALIZATION OF HAZARDOUS WASTE INVENTORY

The consultant shall determine through the aforementioned studies and field visits

- a) Total quantity of hazardous waste being generated in the state; and category wise generation of such waste as landfillable, Incinerable and recyclable.
- b) Quantity of waste being transported to other states for co-processing, recycling, reprocessing or for disposal etc.
- c) The total quantity of recyclable hazardous waste being generated in the state and the actual quantity being recycled/ reprocessed in the state.
- d) The total quantity of recyclable hazardous waste imported from other state for use in the state.
- e) Need and capacity for Common Hazardous Waste Treatment, Storage, and Disposal Facility (CHWTSDF) in view of the quantity of hazardous waste generation ascertained through this study.
- f) The final data shall be submitted in excel data base in soft / hard copy as per deliverables list and should lend itself to be incorporated in a GIS Database, as and when required.

4.4 Deliverables and Payment Terms

The entire assignment is expected to follow all guidelines of the CECB and necessary approvals may be taken from CECB whenever required. The assignment shall be for a period of 6 months and the delivery schedule shall be as follows:-

- a) Preliminary study report with list of units identified for field visits (Step 1) - within 1 month of mobilization – 10% of Contract Value
- b) Second Interim Report after completing field visits (Step 1- 2 and Part of Step 3) - within 3 months of mobilization – 30% of Contract Value

- c) Draft final report (Step 1 to Step 4) - within 4 months of mobilization – 30% of Contract Value
- d) Final report after incorporating changes suggested by the Board – within 6 months of mobilization – 30% of Contract Value

All deliverables shall be provided in colour hard copies (3 copies for draft version and 10 copies for final version) and also in electronic form.

**Inventory of Hazardous Industries/ Wastes
(As per EP (Act) – Hazardous And Other Waste (Management and Transboundary Movement) Rules,
2016).**

Section A -General Information of Industry			
Name of Industry			
Date of Survey			
Name of the Occupier/Partner			
Telephone/ E-mail ID/ contact person			
and	Latitude	Longitude	
Registered office address			
Factory address			
Regional Office And District			
GPS Co-Ordinates of Industry			
River basin/catchment of any water body of significance/ Any town ship attached to the industry			
Total number of employees			
Sector of industry – like distillery, sugar, textile, bulk drug etc			
Type of Industry	Large	Medium	Small
Red and Orange – Hazardous			
Name of products./by products & Yearly Production			

Capacity	
List of Raw Material / Hazardous Waste / Other Waste As Raw Material (If Any)	
Fuel consumption – coal, furnace oil, natural gas etc., per year	
Power consumption per year	
Consent to Establish and Consent to Operate and HWA from CECB and EC from MoEF/ SEAC (C.G.)	

Section B –Generation of Hazardous Waste in the Industry

Sch. (I)	Sch. (II) A/B/C ¹	Sch. III	Details of Process Generating HW	HW Category No	Quantity of HW As Per Authorization (MTA)	Quantity of HW As Per Annual Return (MTA)	Quantity of HW As Per Present Survey (MTA)	HW Type (Liquid/ Solid/Semi solid)	Mode of Collection And Storage Facility In The Premises	Remark/ Comments

¹ In case of Class C, please specify characteristics of the waste

Section C –Disposal Method of Hazardous Waste of the Industry										
Category Of HW	Quantity Disposed In Captive SLF (MTA)	Quantity Disposed Through Common SLF At TSDF in Other State (MTA)	Quantity Disposed By Captive Incinerator (MTA)	Quantity Disposed Through Common Incinerator in Other State (MTA)	Quantity Co - Processed In Cement Kiln (MTA)	Reuse In The Processes/ Captive Utilization (MTA)	Quantity Sold To Recyclers/Re processor / Recovery Unit/Utilization Unit within Chhattisgarh (MTA)	Quantity Sold To Recyclers/Re processor / Recovery Unit/Utilization Unit in Other States / Country (MTA)	Quantity Of HW Stored At Occupier Premises At Time Of Survey (MT)	Remark/ Comments

Section D- Safety Measures and Management of Hazardous Waste in Industry	
Analysis of soil, surface water and ground water samples collected in and around the Industry/by the occupier.	
Protective appliance provided or not for the persons working on the site?	
Any environmental impact study undertaken	
On-site emergency plan prepared or not?	
Details of accident occurred due to HW/ Chemical handling/ transport etc. in the last five year (if any)	
Whether Industry Comes Within Purview of PLI (Yes/No):	
	Validity :-
Clean technologies and waste minimization practices adopted in the Industry	

Comment:-

.....

Name & Signature of Surveyor

Name & Signature of Industry Representative

Inventorization and Categorization of Hazardous Wastes in Chhattisgarh State

Regional Office	Name of the District	Number of HW Generating Industry	Quantity of hazardous waste generated as per authorization (MTA)	Quantity of Hazardous Waste Generated as per Annual Return (MTA)	Quantity of Hazardous Waste Generated as per present survey (MTA)	Quantity Disposed in Captive SLF (MTA)	Quantity Disposed through Common SLF at TSDF in Other States (MTA)	Quantity Disposed by Captive Incinerator (MTA)	Quantity Disposed through Common Incinerator in Other States (MTA)	Quantity Co - processed in cement Kiln (MTA)	Reuse in the Premises / Captive Utilization (MTA)	Quantity supply to Recyclers - Reprocessor / Recovery Unit/Utilization units within Chhattisgarh (MTA)	Quantity supply to Recyclers - Reprocessor / Recovery Unit/Utilization units in other states /countries (MTA)	Quantity of HW stored at Occupier premises at the time of survey (MT)
Raipur	Raipur													
	Mahasamund													
	Dhamtari													
	Gariyabandh													
	Baloda bazar													
	Total													
Durg	Durg													

Inventorization and Categorization of Hazardous Wastes in Chhattisgarh State

	Balod													
	Bemetar a													
	Kabirdh am													
	Rajnand gaon													
	Total													
Bilaspur	Bilaspur													
	Mungeli													
	Janjirc hampa													
	Total													
Korba	Korba													
	Total													
Raigarh	Raigarh													
	Jashpur													
	Total													
Ambikapur	Srguja													
	Korea													
	Surajpur													
	Balramp ur													

Inventorization and Categorization of Hazardous Wastes in Chhattisgarh State

	Total													
Jagdalpr	Kanker													
	Naraya													
	npur													
	Kondag aon													
	Sukma													
	Dantew ada													
	Bijapur													
	Bastar													
	Total													
	Grand Total													

Summary of the following parameters should also be tabulated:

Total Quantity Generation of Hazardous Waste in the state per year	Quantity of HW Sector wise & district wise per year	Stream wise in each sector - Liquid, Solid & Semisolid per year	Used oil, waste oil quantities per year	Total Recyclable Hazardous Waste	Total Incinerable Hazardous Waste	Total Landfillable Hazardous Waste Without Treatment	Total Landfillable Hazardous Waste With Treatment
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5 ELIGIBILITY CRITERIA:

5.1 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.

Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference, if one is specified in the Data Sheet. Attending the pre-proposal conference is optional.

Each Consultant may only submit one proposal. If a Consultant submits more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant.

The pre-qualification criteria are as under:

#	Pre-Qualification Criteria Description	Supporting Documents to be submitted by the Bidders
1	<p>Legal Entity and Statutory Registrations</p> <p>The Prime bidder (In case of Consortium, not more than 2 organizations)</p> <p>a. Should be a registered legal entity such as:</p> <p>i. company registered under Companies Act, 1956/2013 or an equivalent law outside India; or</p> <p>ii. LLP Firm registered by MCA.</p> <p>b. Should have a valid Service Tax/ GST Registration</p>	<p>Bidder should submit the following:</p> <p>a) RoC</p> <p>b) Copy of Service Tax/ GST Registration Certificate.</p>
2	<p>Turnover :</p> <p>The Prime Bidder should have a minimum turnover of Rs.2.00 crores from environmental services (consultancy/ monitoring) based project during the last three financial years i.e., 2014-15, 2015-16 and 2016-17.</p> <p>Bidder should have positive Net profit after tax during each of the last three financial years namely 2014-15, 2015-16 and 2016-17.</p> <p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation.</p>	<p>Bidder should submit any of the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR</p> <p>b) Certificate from the statutory auditor.</p>
3	<p>Past Experience: Should be operating as environmental services (consultancy/ monitoring) organization for more than 5 years.</p>	<p>Bidder should submit the following:</p> <p>Bidder should submit the PO / Work orders.</p> <p>Project Completion Certificate from the client in case of completed projects.</p>
4	<p>Blacklisting:</p> <p>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.</p>	<p>Bidder should submit Self declaration that the Bidder is not black listed 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.</p>
5	<p>The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 1,00,000/- (Rs. One 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.</p>	<p>Rs. 1,00,000/- (Rupees One lakh only). EMD may be submitted in Demand Draft in the name of Member Secretary, CECB.</p> <p>1) Original copy of the DD should be submitted in Envelope A along with actual bid submission to CECB office, Naya Raipur. As per instruction given in Sl. No. 9 of the Fact Sheet (Page 9).</p> <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in Form PQ2 of the RFP on stamp paper of value required under</p>

		<p>law duly signed by authorized representative of Bank:</p> <p>1) Original copy of BG should be submitted along with actual bid submission to CECB office, Naya Raipur as per instruction given in Sl. No. 9 of the Fact Sheet (Page 9).</p>
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6 TECHNICAL EVALUATION CRITERIA:

Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified Bidders as per the following criteria

S.N.	Parameter	Max Score	Required Eligible Document								
1.	<p>The Prime Bidder, a single legal entity registered in India, and must have an minimum average annual turnover of not less than Rs. 2 Crores (Two Crores) in environmental Services (consultancy/ monitoring) for the last three financial years (,2014-15, 2015-16 and 2016-17).</p> <p>= Rs. 2 Crore - 5 Mark</p> <p>Additional 1 mark shall be awarded for every additional Rs. 1 Crore (One Crore) in turnover, subject to a maximum of 10 Marks</p>	10	<p>Bidder should submit any of the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR</p> <p>b) Certificate from the statutory auditor.</p>								
2.	<p>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <table border="1"> <thead> <tr> <th>Criteria</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>a) Technical approach and methodology</td> <td>15</td> </tr> <tr> <td>b) Work plan - Schedule</td> <td>5</td> </tr> <tr> <td>c) Organization and staffing</td> <td>10</td> </tr> </tbody> </table>	Criteria	Marks	a) Technical approach and methodology	15	b) Work plan - Schedule	5	c) Organization and staffing	10	30	.
Criteria	Marks										
a) Technical approach and methodology	15										
b) Work plan - Schedule	5										
c) Organization and staffing	10										
3.	<p>Every bidder will be given a time slot of 30 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 presentation.</p>	15	<p>Copy of presentation to be submitted.</p> <p>Demonstration of required capability by the bidder.</p>								

Inventorization and Categorization of Hazardous Waste Categories in Chhattisgarh State

S.N.	Parameter	Max Score	Required Eligible Document		
4.	Proposed team and profiles for implementation and rollout, Configuration, Customization and presentation Below category of individuals must be part of the team.		35	CV as per the format given in Form TECH-5	
	Key Personnel	Qualification & Experience			Marks
	a. Team leader on permanent pay roles of the firm	Masters in Environment Science/ Technology/Engineering Minimum: 15 years of relevant experience at least 10 projects dealing with industrial wastes			15
	b. Environmental/ Hazardous Waste Management Expert	Masters in Environment Science/ Technology/Engineering Minimum: 10 years of relevant experience with at least 5 projects dealing with inventorization/ characterization of industrial wastes			10
	c. Production/ Chemical /Petroleum Engineer	Bachelor in Production/ Chemical/Petroleum engineering Minimum: 5 years of relevant experience with at least 5 projects dealing with industrial operation			5
d. Environmental Scientist/Chemist	Masters in Environment Science/ Chemistry Minimum: 10 years of relevant experience with at least 5 projects dealing with inventorization/ characterization of industrial wastes	5			
5.	Specific experiences of the consultants relevant to the assignment 1 Project – 5 Marks 2 Project – 10 Marks		10		
	Total		100		
	The minimum technical score St required to pass is: 75 Points				

7 STANDARD FORMATS FOR PRE-QUALIFICATION, TECHNICAL AND FINANCIAL PROPOSAL

Form PQ -1 DECLARATION FOR NOT BLACK LISTED
(Original Copy to be submitted as part of the Technical Proposal – **Envelope A**)

Date.....
To,

Member Secretary,
Chhattisgarh Environment Conservation Board (CECB),
Paryavas Bhavan,
North Block Sector-19,
Naya Raipur (C.G.) 492002

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.....
Place :
Name.....
Date :
Designation.....
Seal

Form PQ-2 Format for Bank Guarantee for Earnest Money Deposit

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

(Original Copy to be submitted as part of the Technical Proposal – **Envelope A**)

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), Paryavas Bhavan, North Block Sector-19, Naya Raipur (C.G.) 492002 (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 —“**Consultancy Services for Inventorization and Categorization of Hazardous Waste (HW) generated from industries in state of Chhattisgarh**” vide 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 INR 1, 00, 000 (INR One 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 1, 00,000 (INR One 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 _____ 2017

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

Form PQ-3 Format for Power of Attorney

(Original Copy to be submitted as part of the Technical Proposal – **Envelope A**)

(To be provided in original as part of Envelope-A: Technical Bid to CECB office as per tender document 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 — Consultancy Services for Inventorization and Categorization of Hazardous Waste (HW) generated from industries in state of Chhattisgarh , vide Invitation for Tender (Tender Document) Document dated _____, issued by Member Secretary, Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Naya Raipur (C.G.) 492002, 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 or any governmental authority, representing us in all matters before Chhattisgarh Environment Conservation Board (CECB), Paryavas Bhavan, North Block Sector-19, Naya Raipur (C.G.) 492002, 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).

Form TECH-1: Technical Proposal Submission Form

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate Envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 17 of the Fact Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 21 of the Fact Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

² [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

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

B - Consultant's Experience

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use maximum 20 pages.]

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

Firm's Name: _____

**Form TECH-3: Description of Approach, Methodology and Work Plan for
Performing the Assignment**

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (max. 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.

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

Form TECH-4: Team Composition and Task Assignments
(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff
(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

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

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

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

4. Date of Birth: _____ **Nationality:** _____

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

6. Membership of Professional Associations:

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

8. Countries of Work Experience: [*List countries where staff has worked*]:

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

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

From [Year]: To [Year]:

Employer:

Positions held:

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

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: _____

Form TECH-6: Staffing Schedule

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

No.	Name of Staff	Staff input (in the form of a bar chart)					Total staff-month input		
		1	2	3	4	n	Home	Field	Total
1	Home								
	Field								
2									
3									
n									

Full Time Input



Part Time Input



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

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

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

Form TECH-7 Work Schedule

(Original Copy to be submitted as part of the Technical Proposal – **Envelope B**)

No.	Activity	Months					
		1	2	3	4		n
1							
2							
3							
n							

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

Form FIN-1: Financial Proposal Submission Form

(To be submitted in **Envelope-C**. If any bidder will submit the financial proposal in Envelope A or B then bid shall be rejected)

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures³]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 17 of the Fact Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

³ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

Form FIN-2: Summary of Costs

(To be submitted in **Envelope-C**. If any bidder will submit the financial proposal in **Envelope A or B** then bid shall be rejected)

Item	Costs (In INR)
Total Costs of Financial Proposal ⁴	

⁴ Indicate the total costs, net of any tax and cess, to be paid by the Client

Form FIN-3: Performa of Performance Bank Guarantee

(To be stamped in accordance with stamp Act)

(To be issued by a Bank _____)

(The Original copy to be submitted within 15 days of issuance of Letter of Intent notifying the award of the Contract– **Envelope D**)

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;

In favour of Member Secretary of Chhattisgarh Environment Conservation Board, having its office at SDC Paryavas Bhavan, North Block Sector-19, Naya Raipur (C.G.) 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 __/__/2017 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 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 Rs. _____ (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 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 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 forbear 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

8 PROCEDURE FOR MIDTERM REVIEW OF THE PROGRESS OF THE WORK

A progress report must be submitted every fortnight by the successful bidder to the CECB Project focal point (to be informed in due course). The report must inform the following:

1. Report period
2. Activities proposed to be done
3. Activities actually done
4. Short-fall, if any and cause for such
5. Remedial actions proposed
6. Activities planned for the next fortnight
7. Overall progress
8. Anticipated project completion date.

9 CHECKLIST:

List of Documents		Submitted (Y/N)
Envelope - A		
1.	DD for Tender Fee	
2.	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.	
3.	Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.	
4.	Reference list of major clients.	
5.	Declaration for Not Black Listed (Form PQ -1).	
6.	Bank Guarantee Form for EMD (Ref: Form PQ – 2).	
7.	Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate' (Ref: Form PQ – 3).	
8.	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.	
Envelope - B		
1.	Technical Proposal Submission Form (Ref: Form TECH – 1)	
2.	Consultant's Organization and Experience (Ref: Form TECH – 2 A&B)	
3.	Description of Approach, Methodology and Work Plan for Performing the Assignment (Ref: Form TECH-3)	
4.	Team Composition and Task Assignments (Ref: Form TECH-4)	
5.	Curriculum Vitae (CV) for Proposed Professional Staff (Ref: Form TECH-5)	
6.	Staffing Schedule (Ref: Form TECH-6)	
7.	Work Schedule (Ref: Form TECH-7)	
8.	All other relevant document for Technical Evaluation	

Envelope - C		
1.	Form FIN-1: Financial Proposal Submission Form to be submitted directly to Chhattisgarh Environment Conservation Board.	
2.	Form FIN-2: Summary of Costs – to be submitted directly to Chhattisgarh Environment Conservation Board.	
Envelope - D		
1.	Form FIN-3: Performance Bank Guarantee at the rate of 10% of the awarded project cost – to be submitted within 15 days of issuance of Letter of Intent notifying the award of the Contract.	

Appendix – I

Industries Registered with CECB belonging to Red and Orange Categories

Sl.No.	Name of Region	Large & Medium Industries		Small Industries	
		Red	Orange	Red	Orange
1	Raipur	118	17	541	1344
2	Bilaspur	45	5	267	832
3	Bhilai-Durg	64	3	249	196
4	Korba	39	11	18	25
5	Raigarh	39	10	23	409
6	Ambikapur	42	0	9	494
7	Jagdalpur	13	2	20	138
Total		360	48	1127	3438