



**“EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF AGENCIES/CONSULTANTS FOR
PREPARATION OF ACTION PLANS FOR SPA’S/
INDUSTRIAL CLUSTERS W.R.T. HON’BLE NGT
ORDER DATED 10/07/2019 IN O.A. NO.
1038/2018”.**

**JHARKHAND STATE POLLUTION CONTROL BOARD
T. A. DIVISION BUILDING, DHURWA, RANCHI - 834004**

Phone (0651) 2400851/852
FAX: (0651) 2400850
E-mail: ranchijspcb@gmail.com
Website: jspcb.nic.in

1. Abbreviations

Abbreviations	Full Forms
BMW	Bio-Medical Waste
CETPs	Common Effluent Treatment Plants
CMSWMF	Common Municipal Solid Waste Management Facility
CPCB	Central Pollution Control Board
C&DW	Construction and Demolition Waste
DEP	District Environmental Plan
EIA	Environmental Impact Assessment
EMD	Earnest Money Deposit
EMP	Environmental Management Plan
EOI	Expression of Interest
ETP	Effluent Treatment Plant
FAE	Functional Area Expert
GOI	Government of India
GSTIN	Goods and Services Tax Identification Number
JSPCB	Jharkhand State Pollution Control Board
LoI	Letter of Intent
MoEF & CC	Ministry of Environment, Forest and Climate Change
MoU	Memorandum of Understanding
MSW	Municipal Solid Waste
NABET	National Accreditation Board for Education and Training
NABL	National Accreditation Board for Testing and Calibration Laboratories
NAC	Non – Attainment City
NCAP	National Clean Air Programme
NGT	National Green Tribunal
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PWM	Plastic Waste Management
QCI	Quality Council of India
RTGS	Real-Time Gross Settlement
STP	Sewage Treatment Plant
TOR	Terms of Reference
TSDFs	Common hazardous waste treatment, storage and disposal facilities

2. Bid Data Sheet and Bid Schedule

Name of the Work	“Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA’s / Industrial Clusters w.r.t. Hon’ble NGT order dated 10/07/2019 in O.A. No. 1038/2018”.										
Mode of submission of Bid	Physical submission through speed post/registered post/courier or in person										
Cost of Tender/EOI Document	INR 1,180/- (INR One Thousand One Hundred Eighty Only) (Non-refundable) inclusive of 18% GST, in the form of Demand Draft drawn in favour of “Jharkhand State Pollution Control Board.” payable at Ranchi or in the form of RTGS transfer. Details for NEFT/RTGS transfer are as below:- <table border="1" data-bbox="603 689 1401 920"> <tr> <td>Account No.</td> <td>50062704457</td> </tr> <tr> <td>Account Name</td> <td>Jharkhand State Pollution Control Board</td> </tr> <tr> <td>IFSC Code</td> <td>ALLA0211889</td> </tr> <tr> <td>Bank name</td> <td>Allahabad Bank</td> </tr> <tr> <td>Branch Name</td> <td>Hatia Market, Ranchi</td> </tr> </table>	Account No.	50062704457	Account Name	Jharkhand State Pollution Control Board	IFSC Code	ALLA0211889	Bank name	Allahabad Bank	Branch Name	Hatia Market, Ranchi
Account No.	50062704457										
Account Name	Jharkhand State Pollution Control Board										
IFSC Code	ALLA0211889										
Bank name	Allahabad Bank										
Branch Name	Hatia Market, Ranchi										
Earnest Money Deposit	INR 10,000.00/- (INR Ten Thousand Only) in the form of a Demand Draft/FDR/Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of “Jharkhand State Pollution Control Board” payable at Ranchi.										
Date of publication of Tender/RFE on website	28.02.2020										
Last date of submission of Pre- Bid queries	03.03.2020 till 14:00 Hrs. at ranchijspcb@gmail.com										
Date of Pre-Bid Conference	05.03.2020 at 15:00 Hrs. at JSPCB Headquarters, Ranchi										
Last Date/Time for submission of Bids [Bid Due Date]	11.03.2020 upto 13:00 Hrs.										
Bid opening date	11.03.2020 at 14:00 Hrs. at JSPCB Headquarters, Ranchi										
Opening of financial bid	To be announced.										
Bid submission address	The Member Secretary, Jharkhand State Pollution Control Board, T. A. division building, Dhurwa, Ranchi, Jharkhand, India – 834004.										
Helpline no.	(0651) 2400851/852										
FAX:	(0651) 2400850										
E-mail:	ranchijspcb@gmail.com										

Note: Above schedule may be changed by JSPCB at any time at its own discretion. Please check the website: www.jspcb.nic.in for further updates.

Sd/-
Member Secretary
Jharkhand State Pollution Control Board

3. Disclaimer

- 3.1** This Document is not an Agreement or an offer by JSPCB to Bidders or any third party. The purpose of this Document is to provide interested parties with information to facilitate the formulation of their Proposal.
- 3.2** This Tender/EOI is issued by Jharkhand State Pollution Control Board (JSPCB). Whilst the information in this Tender/EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither JSPCB nor any of its officers or employees, nor any of their advisors accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this Tender/EOI or on which this Tender/EOI is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- 3.3** The information contained in this Tender/EOI is selective and is subject to updating, expansion, revision and amendment at the sole discretion of JSPCB. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither JSPCB nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this Tender/EOI or to correct any inaccuracies therein which may become apparent.
- 3.4** This Tender/EOI includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of JSPCB, which (the assumptions and the base Information on which they are made) may or may not prove to be correct. No representation or Warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this Tender/EOI is, or should be relied on as, a promise, representation or warranty.
- 3.5** JSPCB shall be the sole and final authority with respect to selecting a Bidder through this Tender/EOI. The decision of JSPCB in qualifying a respondent shall be final and JSPCB reserves the right to reject any or all the bids without assigning any reason. JSPCB further reserves the right to negotiate with the qualifying agencies to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.
- 3.6** The Bidder shall bear all costs associated with the preparation and submission of all the Proposals and communications (against Tender/EOI). JSPCB and their consultants shall not, under any circumstances, be responsible or liable for any such costs.
- 3.7** By responding to the Tender/EOI, the Bidder shall be deemed to have confirmed that Bidder is fully satisfied and has understood the terms and conditions of the Tender/EOI. The Bidder hereby expressly waives any and all claims in respect thereof.

4. Definition and Interpretation

- 4.1 “Empaneled Agency”** shall mean the Successful Bidder who has been duly appointed by JSPCB for preparation of District Environmental Plan (DEP) w.r.t. Hon’ble National Green Tribunal, Principal Bench, New Delhi order dated 15/07/2019 in O.A. No. 710-713/2017 and includes their employees, agents, consultants or subcontractors.
- 4.2 “Applicable Laws”** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- 4.3 “Authority”** includes any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity having jurisdiction over the subject matter(s) in question.
- 4.4 “Bid”** shall mean the Bid submitted by Bidder to JSPCB in response to this Tender/EOI and subsequent correspondence between Bidder and JSPCB in this regard, accepted by JSPCB in relation to the matters set out in this Tender/EOI.
- 4.5 “Bid Due Date”** means the date on which the Bid including the Technical Bid and Financial Bid is required to be submitted, as mentioned in Tender/EOI Notice.
- 4.6 “Bidder”** means a company or a firm who purchased this Tender/EOI Document, and the expression Bidders shall include all such companies or firms.
- 4.7 “Business Day”** means a day other than a Sunday or a public holidays in India on which JSPCB is open for business in Jharkhand.
- 4.8 “Commencement Date of Work”** means the date on which the “Agreement/Work order for preparation of Action Plan w.r.t. Hon’ble National Green Tribunal, Principal Bench, New Delhi order dated 10/07/2019 in O.A. No. 1038/2018.” between Successful Bidder and JSPCB will be signed/issued by JSPCB.
- 4.9 “Contract Value”** for any Successful Bidder shall be the “L1 Cost”.
- 4.10 “Action Plan”** means the plan prepared by the Empaneled Agency which complies with the various directions issued by the Hon’ble National Green Tribunal.
- 4.11 “Financial Bid”** means Price Proposal submitted by the Bidder, in accordance with the terms and conditions of this Tender/EOI.
- 4.12 “L1 Cost”** shall mean the lowest lump sum fee per Unit Work quoted by a Technically Qualified Bidder in accordance with process mentioned in this EOI.
- 4.13 “Party”** means either JSPCB or Bidder, and **“Parties”** mean a joint reference to JSPCB and Bidder.

4.14 "Successful Bidder" means the Technically Qualified Bidder selected pursuant to terms and condition of this EOI including corrigendum/addendums through bidding process.

4.15 "Technically Qualified Bidder" shall mean those Bidders who meet the requirement as per the Tender Document and who qualifies as per the prescribed eligibility criteria.

4.16 "Tender/EOI Document" means this Tender/EOI document together with the schedules and documents referred herein, including any addendum(s)/corrigendum(s) to this Tender/EOI Document.

4.18 "Work" or "Scope of Work" means all works required for preparation of Action Plan w.r.t. Hon'ble National Green Tribunal, Principal Bench, New Delhi's subsequent orders in different O.A.s.

5. Submission of Bid

5.1 The last date for submission of Bid will be 11.03.2020 by 13:00 hours (hereinafter referred as "Due Date"). The parties may submit their Bid titled – "Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA's / Industrial Clusters w.r.t. Hon'ble NGT order dated 10/07/2019 in O.A. No. 1038/2018". at JSPCB Headquarter. The Bid will be addressed to The Member Secretary, Jharkhand State Pollution Control Board, T. A. Division Building, Dhurwa, Ranchi, Jharkhand, India – 834004.

5.2 It will be the responsibility of the party to ensure that the Bid is submitted to JSPCB, Headquarter before the deadline for submission. JSPCB will not entertain any request for acceptance of Bid submitted after the deadline as mentioned above.

5.3 Submitted Bids will be opened on the Bid Opening Date, 11.03.2020 at 14:00 hours by JSPCB. The opening will take place at JSPCB, Headquarter. The parties may depute their one authorized representative during the opening of Bids.

6. Duration of Work

6.1 The Empaneled Agency shall be empaneled for duration of one year from the date of signing of Agreement/issuance of work order by JSPCB.

7. Eligibility Criteria

7.1 The Bidder must be a Proprietorship firm or a Company as defined in the Companies Act, 2013 or a Firm as per the Partnership Act, 1932.

AND

7.2. The Bidder must be an Environment Consultant, accredited with the Quality Council of India (QCI) or National Accreditation Board for Education and Training (NABET) or any other agency as may be notified by the Ministry of Environment, Forest and Climate Change, for preparation of the Environmental Impact Assessment report and Environmental Management Plan.

7.3. The Bidders meeting the above criteria shall be the “Eligible Bidders”, whose proposal shall be evaluated as per the Evaluation Criteria mentioned in Clause 9 and Clause 10 of this Tender Document.

Note:

- For Criteria 7.1, following proof shall be required:
 - In case the Bidder is a Proprietorship, copy of PAN card, GSTIN registration certificate and a notarized proprietorship affidavit has to be furnished by the Bidder.
 - In case the Bidder is a Company, Certificate of incorporation, memorandum of association and article of association of the Bidder has to be furnished by the Bidder along with the copy of PAN, TAN card and GSTIN registration certificate.
 - In case the Bidder is a firm, the constituents’ documents along with particulars of all the members of the firm have to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of Bid. Also, a copy of PAN card and GSTIN registration certificate has to be submitted.
- For Criteria 7.2, following proof shall be required:
 - The Certificate issued by Quality Council of India (QCI) or National Accreditation Board for Education and Training (NABET) or any other agency as may be notified by the MoEF&CC, GoI.

8. Scope of Work

8.1 Preparation of Action Plan of SPA’s / Industrial Clusters w.r.t. Hon’ble NGT order dated 10/07/2019 in O.A. No. 1038/2018.

8.1.1 The details of SPA’s / Industrial Clusters are as follows:-

S. No.	Name of Industrial Clusters	Air	Water	Land	CEPI Score
1.	Ramgarh	56.75	50.00	46.25	66.75
2.	Hazaribagh	61.00	20.00	41.00	64.20
3.	Saraikeela	57.75	17.50	34.00	60.26
4.	Dhanbad	43.00	57.50	12.50	59.78
5.	Barajamda	51.88	25.63	46.75	57.64
6.	West Singhbhum	51.88	25.88	11.25	53.28

8.2 The Empaneled Agency shall be responsible for the following work for Preparation of Action Plan:-

- a) The Action Plan should be prepared for the SPA’s / Industrial Clusters in accordance with the order passed by the Hon’ble NGT in different orders in O.A. No. 1038/2018.
- b) To collect information pertaining to different data points w.r.t. the Action Plan from respective agencies in the District/State.
- c) All documents to be properly referenced with index, page numbers and continuous page numbering.
- d) Where data is presented in the report especially in tables, the period in which the data was collected and the sources should be indicated.
- e) Agency shall get approval of the Action Plan from JSPCB before finalization.

9. Evaluation Criteria

9.1 The Eligible Bidders shall be evaluated as per the details mentioned in the table below:

S.No.	Evaluation Criteria	Max. Points
1.	Experience in EIA/EMP preparation and its approval in last five (05) years. <ul style="list-style-type: none">• More than or equal to 50 projects – 40 points• Between 40 to 49 projects – 30 points• Between 20 to 39 projects – 20 points• Less than or equal to 19 projects – 00 points	40
2.	Infrastructure owned by EIA/EMP consultant: <ul style="list-style-type: none">• NABL/MOEF&CC accredited laboratory – 20 points• MoU with NABL/MOEF&CC accredited laboratory – 10 points• No accredited laboratory – 00 points	20
3.	Core / empaneled Employees (Environment Engineer / Solid Waste Management Consultant / Environment Scientist / FAE / EIA Coordinator etc.) <ul style="list-style-type: none">• More than or equal to 20 employees – 20 points• Between 15 to 20 employees – 15 points• Between 10 to 15 employees – 10 points• Less than or equal to 10 employees – 00 points	20
4.	EIA Coordinator as per schedule <ul style="list-style-type: none">• More than or equal to 10 Sectors – 20 points• Between 5 to 9 Sectors – 10 points• Less than 5 sectors – 00 points	20
Total Marks		100

Note:

- For Clause 9.1 (1) the experience in last 5 years shall be calculated upto the last date of submission of Bid (i.e. 11.03.2020).
- The Bidder shall submit following supporting documents:-
 - ✓ Work order and work completion certificates
 - ✓ Certificate of NABL accredited laboratory.
 - ✓ Copy of MoU with NABL accredited laboratory.
 - ✓ Detailed CV and respective employment related documents.

10. The tender process

10.1 The Bidders shall be required to submit following documents on or prior to Due Date:

- Part –I: EMD and Tender Document Fee
- Part –II: Qualification Proposal
- Part –III: Financial Proposal

10.2 The Bid shall be submitted in the manner as prescribed below.

Part – I: EMD and Tender Document Fee

Tender document fee and EMD in the desired form shall be placed in a sealed cover super scribed “EMD AND TENDER DOCUMENT FEE”, EOI dated 28.02.2020 and “Expression of Interest (EOI) for Empanelment of Agencies/Consultants for

Preparation of Action Plans For SPA's / Industrial Clusters w.r.t. Hon'ble NGT order dated 10/07/2019 in O.A. No. 1038/2018".

Part – II: Qualification Proposal

Qualification Proposal will comprise of following documents:

- ANNEXURE – I : BID LETTER
- ANNEXURE – II : PARTICULARS OF SKILLED MANPOWER & PARTICULARS OF SOFTWARE
- ANNEXURE – III : DECLARATION
- ANNEXURE – IV : FORMAT OF POWER OF ATTORNEY
- ANNEXURE – V : FULFILMENT OF ELIGIBILITY CRITERIA
- ANNEXURE –VI : DETAILS OF WORK CARRIED OUT BY THE BIDDER
- ANNEXURE – VII : FINANCIAL BID FORMAT
- Signed copy of this Tender Document
- Supporting documents required in accordance with Clause 7 and Clause 9 of this Tender Document

The documents required to be submitted shall be placed in sealed cover super-scribed "QUALIFICATION PROPOSAL", EOI dated 28.02.2020 and "Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA's / Industrial Clusters w.r.t. Hon'ble NGT order dated 10/07/2019 in O.A. No. 1038/2018".

- (i) The Bid shall be evaluated to ascertain compliance of the Bidder with the eligibility conditions and requirements under this Tender Document. While examining the Bids, JSPCB may consider such parameters as it may deem relevant, including considerations:-
 - a. EMD and tender fee are found in the sealed document cover in the required form and are of the prescribed amount;
 - b. Qualification Proposal is received as per the prescribed formats along with all required documents and information;
 - c. Bid is received by the Due Date including any extension thereof;
 - d. Bid contains all the information (complete in all respects); –
 - e. Bidder submit conditional Bid or seek deviation from the Tender Document;
 - f. Only one Bid submitted by the Bidder; and
 - g. Bid is generally considered to be in compliance in terms of any other parameters as may be considered relevant by the JSPCB.
- (ii) Only those Bidders who obtain a minimum of 50% points in each individual evaluation criteria and a minimum of 60 marks in total in accordance with the evaluation criteria mentioned in clause 9 in this Tender Document shall be declared as the "Technically Qualified Bidders".
- (iii) "Technically Qualified Bidders" shall be intimated regarding the opening date of Financial Bids separately.

Part – III: Financial Proposal

- (i) Mode of submission: The Financial Bid should be submitted in separate sealed envelope, duly super scribed "Financial Proposal", EOI dated 28.02.2020, Name of Work and the opening date & time. The full name and the postal address of the Bidder should be written in the bottom left hand corner on the sealed envelopes.

- (ii) PART III portion shall consist of Financial Bid only. While quoting the price under this part:
- The Bidder shall specifically confirm that the price, as quoted, in this part is for the Scope of Work, detailed in the technical specifications of the tender document.
 - The Bidders shall quote lump sum rates in INR for the Scope of Work defined under the Tender Document. No escalation will be considered on any part of the Work.
 - The rate shall be inclusive of all the duties, taxes, and levies excluding GST. GST will be reimbursed by JSPCB on submission of documentary evidence by the Empaneled Agency.
 - JSPCB management reserves the right to accept or overlook or reject any lower rates offered by the Bidder (s) without assigning any reason thereof.
 - The Bidder is required to quote the rate strictly as per the terms and conditions mentioned in the tender documents. The conditional tender will not be entertained and will be rejected. The rate quoted should be inclusive of all items.
- (iii) All the three envelopes shall be placed in one sealed cover super-scribed EOI dated 28.02.2020 and “Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA’s / Industrial Clusters w.r.t. Hon’ble NGT order dated 10/07/2019 in O.A. No. 1038/2018”, and should be submitted at JSPCB Headquarters at Ranchi before the Bid Due Date.
- (iv) Financial Bids shall be opened on the Financial Bid Opening Date, as intimated by JSPCB. Bidders may attend the Financial Bid Opening, with an authorization letter from the Authorized Signatory.
- (v) Financial Bids of only Technically Qualified Bidders” will be considered/evaluated. Further, the Bid (s) of the Bidders who have not submitted their Bids as per the prescribed Financial Bid format is liable for rejection.

11. Methodology for work allocation

11.1 The Financial Bid shall quote lump sum fee per Unit Work.

11.2 The Financial Bids shall be ranked based on quoted lump sum fee per Unit Work. The Technically Qualified Bidder quoting the lowest amount per Unit Work shall be declared as “L1” Bidder and the Technically Qualified Bidders other than “L1” Bidder, shall be declared L2, L3 according to their quoted price.

11.3 This Financial Bid shall be valid up to the last date of validity of the empanelment.

11.4 L1 Bidder will be considered first for award of work.

12. Signing of the Agreement / Issuance of the Work Order and Commencement of Work

- 12.1** The Empaneled Agency shall be issued a Letter of Intent (LOI) by JSPCB. The Empaneled Agency shall revert back within seven days by accepting the LOI.
- 12.2** The Empaneled agency, along with the payment of PBG, which shall be 10% of the Contract Value and after acceptance of the terms and conditions of the Agreement/Work Order, within 10 days of submission of its acceptance of LOI for that specific District. Signing of the Agreement/ issuance of the work order shall be followed by submission of Performance Bank Guarantee. The date on which the Agreement is signed/Work Order is issued shall be the “Commencement Date of Work”.
- 12.3** PBG shall be provided for the allotted Work of each SPA’s / Industrial Clusters separately.
- 12.4** In case of any necessity arising after executing the Agreement/acceptance of the Work Order and during the execution of the work which requires alteration/modifications in the Agreement/Work Order can be made after mutual understanding and consent of both the parties. The Empaneled Agency will have to start the work immediately from the Commencement Date of Work. In case of failure to commence the work, JSPCB reserves the right to cancel the contract at its sole discretion, resulting in forfeiture of the PBG.

13. Time Schedule and Payment Terms

- 13.1** For Preparation and recommendation of Action Plan:-

S.No.	Milestone	No. of days from To (Commencement Date of Work)	Percentage of the payment to be made
1.	To Collect and compile information pertaining to different data points	To + 15	20%
2.	Draft presentation in JSPCB office	To + 20	30%
3.	Verification and recommendation of the Action Plan by CPCB	To + 30	50%

- 13.2** The payment shall be made to the Empaneled Agency for the Work executed by the Empaneled Agency. No payment shall be made for the unexecuted Work and the Empaneled Agency shall have no claim, whatsoever, for the unexecuted Work. JSPCB shall be the sole Authority for any variation to the above payment methodology and its notification to the Empaneled Agency.

14. Acceptance of General Terms and Conditions

- 14.1** The Bidder should unconditionally accept all the terms and conditions of the contract by signing on each page of the tender document including each and every schedule and annexure and submit it along with its Qualification Proposal. Conditional Bids shall be rejected summarily.

15. Authorized Signatory

15.1 The proposal shall be signed by the Bidder or by duly authorized persons to bind the Bidder to the contract. The Letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.

16. EMD

16.1 A non-interest bearing Earnest Money Deposit of INR 10,000/- (INR Ten Thousand Only) shall be paid along with the tender, in sealed cover super scribed “EMD AND TENDER DOCUMENT FEE”, in the form of Demand Draft/Bank Guarantee in favour of “Jharkhand State Pollution Control Board” payable at Ranchi from any Nationalized Bank/Scheduled Commercial Bank.

16.2 Any tender submitted without Earnest Money Deposit in the desired form or inadequate amount of EMD shall be summarily rejected and no claim shall be entertained on such rejected tenders.

16.3 The EMD submitted by the Agency will be forfeited if:

- a) Agency modifies his offer after the submission.
- b) Agency resiles from his offer during the validity period.
- c) The tender is revoked during its validity period by Agency.
- d) The Performance Bank Guarantee required as per clause 12 of this EOI is not submitted in time.

16.4 The EMD will be returned, to the unsuccessful Bidders preferably within 30 days of declaration of Empaneled Agency.

16.5 In case any Bidder submits the EMD by way of Demand Draft, the EMD amount will be refunded by demand draft only after deducting the bank commission charges.

16.6 If the Empaneled Agency fails to deposit the Performance Bank Guarantee amount within the time specified in the Agreement, then the EMD amount will be forfeited without any notice or proof of damages etc.

16.7 No interest will be payable by JSPCB on the EMD.

16.8 Bidder may be required to extend the validity of EMD till such time as JSPCB may reasonably require.

17. Obligations of the Agency and JSPCB:

17.1 Obligations of the Agency:-

17.1.1 Perform the Work as per the EOI and Agreement/Work Order, and ensure compliance with terms & conditions of the EOI and Agreement/Work Order.

17.1.2 Perform the Work in accordance with the time schedule as specified in this RFP.

17.1.3 Advise the JSPCB promptly if additional briefing or information is required from JSPCB to avoid any delay to the provision of Works.

17.1.4 The Agency must try to ensure that conflicts of interest do not arise, and notify JSPCB immediately in writing if it is thought that conflict of interest may arise or has arisen. Where a conflict of interest is identified and JSPCB has given informed consent, the Agency must establish structures and practices which:

- Ensure that the conflict is avoided in practice; or
- If avoidance is not practicable, ensure that the effects of conflict are minimized.

In either situation, the Agency must inform JSPCB of the actual practices that have been reputable.

17.1.5 Empaneled Agency shall ensure that the submitted documents should be error free and all the data's shall be thoroughly checked and verified.

17.2 Obligations of JSPCB:-

17.2.1 JSPCB shall provide available information as may be reasonably required by the Agency in the performance of Work in accordance with this EOI and Agreement/Work Order. However, the Agency will not be relieved of its obligations to complete the Work due to non-availability of any information.

17.2.2 On successful and satisfactory completion of the contracted milestones of the Work by the Agency under this Agreement/Work Order, JSPCB shall make the payment of Agency fees as per the payment terms & conditions of this Agreement/Work Order.

18. Declaration

18.1 The Bidder should give a declaration in the format provided in Annexure - III, along with the Qualification Proposal stating that it has not enclosed any conditional offer.

19. Black-Listing of the Bidder

19.1 In the last five (05) years, the Bidder or its directors should not have been black listed by any Government Organization, there should not have any order/declaration of insolvency, judgement or order of punishment/sentence by any court of law or any judicial/quasi-judicial proceeding in force at the time of submission of bid. The Bidder shall submit declaration in the format provided in Annexure - III, to this effect along with the Qualification Proposal. If at any time such declaration is found false, the bid will be rejected or if the contract work is already awarded, it will be terminated forthwith without payment of any compensation and the EMD/PBG will be forfeited.

20. Statutory Obligations

20.1 The Empaneled Agency shall be responsible for arranging requisite manpower, and shall also fulfil the provisions of Labour laws, PF Act and Rules, Contract Labour Laws etc., pertaining to employment of labour and other statutes in force from time to time.

20.2 If any amount becomes payable by JSPCB as a result of any claim or application due to noncompliance of the provision of any Act or Rule or Regulations, By-laws or the Orders made there under, applicable from time to time , such amounts shall be recoverable from the Empaneled Agency.

20.3 The Empaneled Agency shall indemnify JSPCB against any claim, compensation, damage, loss, penalty etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract.

21. Suspension of Agreement

21.1 JSPCB reserves the right to suspend and reinstate execution of the whole or any part of the Work(s) without invalidating the provisions of the Agreement/Work Order.

21.2 Orders for suspension or reinstatement of the works will be issued by the Member Secretary, JSPCB to the Agency by notice in writing. The Suspension of Works will be effective within 30 days from the receipt of such order/notice.

22. Event of default

22.1. An event of default is said to have occurred under the following conditions:

- (i) Agency is unable to obtain recommendation of the DEP from the District Committee of a Unit Work within the stipulated timeline mentioned in Clause 13.
- (ii) Agency is unable to perform Work within 7 days of the stipulated timeline mentioned in Clause 13 for milestones other than those mentioned in clause 22.1(i).
- (iii) Agency refuses to perform the Work for any District awarded through the process specified in EOI and Limited Tender Enquiry.
- (iv) Agency has materially defaulted and failed to comply with the terms and conditions set in this Agreement/Work Order.
- (v) Agency is unable to complete the Work due to a Force Majeure event for a continuous period of 1 (One) month.

23. Recourse to Event of Default

23.1 In case of an event of default, the following recourse is available to JSPCB and Agency or both as the situation may warrant:

- (i) In course of occurrence of Event of Default mentioned in clause 22.1 (i), JSPCB shall have the option to seek termination of contract. The termination shall be governed by Clause 24.2 of this EOI.
- (ii) In course of occurrence of Event of Default mentioned in clause 22.1 (ii), JSPCB shall have the option to seek termination of contract. The termination shall be governed by Clause 24.2 (ii) of this EOI.
- (iii) In course of occurrence of Event of Default mentioned in clause 22.1 (iii), JSPCB shall have the option to seek termination of contract. The termination shall be governed by Clause 24.2 (iv) of this EOI.
- (iv) In course of occurrence of Event of Default mentioned in clause 22.1 (iv), JSPCB shall have the option to seek termination of contract. The termination shall be governed by Clause 24.2 (iv) of this EOI.
- (v) In case of occurrence of default event mentioned in Clause 22.1 (v), Clause 24.4 of this Agreement shall govern the possible recourse available to the Parties.

24. Termination of Agreement

24.1 Termination for Default:-

- (i) JSPCB and/or Agency, as the case may be, shall have the right to terminate this Agreement by delivering a one-month prior written notice to the other Party in the event:
 - a) On the occurrence of an Event of Default as specified under Clause 22, subject to the terms specified therein.
 - b) The other Party is or shall be made insolvent, or goes into liquidation or receivership or if any act is done or event occurs which has a similar effect to any of the foregoing acts or events.
 - c) The other Party is in serious breach of any Applicable Law or regulation affecting Work.
 - d) The other Party by its actions or inaction wrongfully prevents the innocent Party from performing its obligations under this Agreement.
 - e) The other Party assigns this Agreement without the prior written consent of the innocent Party.
- (ii) All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such termination.

24.2 Termination by JSPCB:-

- (i) In the case of the occurrence of Event of Default as mentioned in clause 22.1 (i), JSPCB shall levy Liquidated Damages at the rate of 2.5% of the Value of Unit Work per week of delay or part thereof subject to a ceiling of 10% of the Value of Unit Work. Liquidated Damages shall be charged from the Performance Bank Guarantee. The applicability of the Liquidated Damages shall be at sole discretion of JSPCB. If the Agency is unable to perform the Work within 4 weeks of the stipulated timeline, JSPCB may terminate this Agreement by written notice and shall forfeit the Performance Bank Guarantee. Furthermore, JSPCB shall be free to have the work executed through third party at the risk and cost of the Agency.
- (ii) In the case of the occurrence of Event of Default as mentioned in clause 22.1 (ii), JSPCB shall levy Liquidated Damages at the rate of 2.5% of the Value of Unit Work per week of delay or part thereof subject to a ceiling of 10% of the Value of Unit Work. Liquidated Damages shall be charged from the Performance Bank Guarantee. If the Event of Default continues for one month from the date of its occurrence, JSPCB may terminate this Agreement by written notice and shall appropriate the Performance Bank Guarantee. Furthermore, JSPCB shall be free to have the work executed through third party at the risk and cost of the Agency.
- (iii) JSPCB may terminate this Agreement except for commercial reasons at its sole discretion, by not less than thirty (30) days written notice of termination to Agency without any liability whatsoever for any damages, etc. In the event of such action of termination of the Agreement, Agency shall have no objection and claim of any nature whatsoever on JSPCB.
- (iv) JSPCB may terminate this Agreement by written notice in case of the occurrence of Event of Default as mentioned in Clause 22.1.(iii) or 22.1.(iv). JSPCB shall invoke the Performance Bank Guarantee provided by Agency.

24.3 Termination by Agency:-

- (i) Agency may opt to terminate the Agreement by providing a notice of thirty (30) days.
- (ii) The termination effected by Agency would result in JSPCB invoking the Performance Bank Guarantee.

24.4 Termination due to Force Majeure

- (i) If a delay or failure by a Party to perform its obligations due to Force Majeure as provided under Clause 27 exceeds 2 (two) continuous months, the other Party may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Bank Guarantee shall be returned to the Agency.

25. Non Fulfilment of Terms & Condition and Termination of the Contract

25.1 If the Empaneled Agency fails to carry out the work as per terms and conditions of the Agreement/Work Order to the satisfaction of JSPCB, JSPCB shall be entitled to terminate the contract and forfeit the Performance Bank Guarantee paid by the Empaneled Agency. This however, shall not absolve the Empaneled Agency from his obligation to fulfill the Agreement. In such event, JSPCB shall have the right to complete and / or to get the work completed at the cost and risk of the Empaneled Agency. Likewise, if the Empaneled Agency does not fulfill the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of JSPCB, JSPCB has the right to terminate the contract at its sole discretion, without assigning any reason. Under such events, JSPCB shall be entitled to forfeit the Performance Bank Guarantee paid by the Empaneled Agency and JSPCB shall have a right to complete the work and / or to get the work completed at the risk and cost of the Empaneled Agency. If required, for any reason, JSPCB reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the Duration of Work at any time without giving any prior notice to the Empaneled Agency without incurring any responsibility.

26. General Condition

- 26.1** If the tender documents and annexures referred to in the Tender are not submitted or are submitted but not found duly filled in and unsigned, will result in rejection of the Tender.
- 26.2** In the event of space being insufficient for furnishing required information, additional sheets may be used and signed.
- 26.3** Canvassing in any form may lead to rejection of the offer.
- 26.4** Bids once submitted shall not be returned and shall remain the property of the JSPCB.
- 26.5** The Bidder who have earlier been awarded contract by JSPCB for any job which they either did not accept or have abandoned or contract has been terminated by JSPCB for breach of conditions or non-performance, shall not be eligible to participate in this tender.
- 26.6** To assist in the scrutiny, evaluation and comparison of bids, the JSPCB may, at its discretion, seek from any or all Bidders, clarification(s) on his/their Bids, including technical information, documents and materials after the Qualification Proposal Opening but before opening of the Financial Bid. The request for clarification and response shall be in writing or by fax, but no change in the final price or substance of the bid shall be permissible.

26.7 The Empaneled Agency has to ensure supervision of the work through duly qualified and competent persons and also has to make sure that a responsible Person is full time available in working District to whom JSPCB can issue the instruction and who can fulfill such instructions.

26.8 The Empaneled Agency shall not change the constitution of the company/ firm during the currency of the Agreement.

26.9 For any dispute arising out of the Agreement, this Tender Document or interpretation of any terms thereof, the decision of JSPCB, shall be final and binding upon the Empaneled Agency.

26.10 In case of any Central/State Government/Tribunal/Board/Judiciary body directives regarding execution of work related thereto, the same shall have to be strictly adhered to and shall be binding upon the Empaneled Agency, for which JSPCB will not be responsible for any compensation.

27. Force Majeure

27.1 Force majeure is here in defined as natural phenomena such as floods, cyclone, earthquakes and epidemics, declaration of war, accidents etc. In such conditions of force majeure both the parties can claim force majeure but they are obliged to inform the either party within 7 days in writing of the date of commencing and again ending of the force majeure. Under the circumstances of force majeure, the contract terms of quantum of work and period shall be extended by period equivalent to the loss of time due to force majeure.

27.2 The decision regarding the occurrence of force majeure to be considered shall be taken jointly by Empaneled Agency and JSPCB.

27.3 Period of such time loss due to force majeure will be considered for reducing the monthly target for calculating the liquidated damages for the respective month in which such force major has occurred.

28. Other terms and conditions

28.1 The validity of the Bid will be 90 (ninety) days from the date of submission of Bid.

28.2 JSPCB will have the right to carry out verification of the information submitted by parties, in case it so desires. The parties will extend full cooperation to the officials of JSPCB to carry out detailed verification to their satisfaction.

28.3. JSPCB shall have the right to reject any Bid and/or terminate the entire process at any time without assigning any reason whatsoever.

28.4 In case of any further queries or clarifications regarding the process, the parties may kindly send their queries to the below address:

The Member Secretary,
Jharkhand State Pollution Control Board,
T. A. division building, Dhurwa,

Ranchi, Jharkhand, India – 834004.

Contact No.: (0651) 2400851/852

E-mail: ranchijspcb@gmail.com

FAX: (0651) 2400850

28.5 JSPCB will intimate all the parties whose Bid has been accepted.

Sd/-
Member Secretary
Jharkhand State Pollution Control Board

BID LETTER

(On the letter-head of Bidder/Party)

To,

The Member Secretary,
Jharkhand State Pollution Control Board,
T. A. division building, Dhurwa,
Ranchi, Jharkhand, India – 834004.

Sub: Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA's / Industrial Clusters w.r.t. Hon'ble NGT order dated 10/07/2019 in O.A. No. 1038/2018.

Dear Sir,

With reference to the Tender dated 28.02.2020, we, [name of Bidder], would like to express our interest for association with JSPCB for for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA's / Industrial Clusters w.r.t. Hon'ble NGT order dated 10/07/2019 in O.A. No. 1038/2018.

The details of our status are as mentioned below:-

S.No.	Particulars	Details
1.	Name of Bidder	[Name, address, contact details]
2.	Profile of Bidder	[not more than 1 page]
3.	Full Address	
4.	Telephone No.	
5.	Fax No.	
6.	E-mail Address	
7.	Attested copies of Deeds, Memorandum of Association Articles of Association to be enclosed	
8.	Name and address of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
9.	Names of Partners/Directors with their Present and permanent address	
10.	Name of Bankers with full address and Telephone No.	
11.	PAN No.	
12.	GST Registration No.	
13.	PF Registration No.	
14.	Details of the litigation, court cases and arbitration either completed or under progress during last 10 years by the company or any partner/proprietor/director etc. of present company was associated in any capacity	

We hereby submit that our RFE will be valid for a period of 90 days from the date of submission, i.e., 11.03.2020.

Thanking you.

Yours sincerely,

(Signature, name and designation of Authorised Signatory)

Name and seal of Bidder

Date:

Place:

PARTICULARS OF SKILLED MANPOWER

S.No.	Name	Qualification	Experience

- **Note:** - The detailed CV and respective employment related documents shall be enclosed with the annexure.

PARTICULARS OF SOFTWARE

S.No.	Name of the software	Description	License information

Signature of Bidder with seal

Dated: _____

DECLARATION

(On letter head of the Bidder)

From:

(Name of Person)

(Designation)

To,

The Member Secretary,
Jharkhand State Pollution Control Board,
T. A. division building, Dhurwa,
Ranchi, Jharkhand, India – 834004.

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. of India or any State Govt. or its undertakings. We do not have any order/declaration of insolvency, judgement or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

I/we here by further declare that, if the declaration is found untrue, the JSPCB shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by JSPCB.

Thanking You.

Yours sincerely,

.....

(Signature, name and designation of Authorised Signatory)

FORMAT OF POWER OF ATTORNEY

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for **“Expression of Interest (EOI) for Empanelment of Agencies/Consultants for Preparation of Action Plans For SPA’s / Industrial Clusters w.r.t. Hon’ble NGT order dated 10/07/2019 in O.A. No. 1038/2018”** to Jharkhand State Pollution Control Board (JSPCB), including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to JSPCB, representing us in all matters before JSPCB, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with JSPCB in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with JSPCB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20

FOR
(SIGNATURE)
(NAME, TITLE, ADDRESS)
WITNESS:

- 1.
 - 2.
- (ACCEPTED)
(SIGNATURE)
(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

- a) *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.*
- b) *Also, wherever required, the Applicant 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 Applicant.*
- c) *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

FULFILMENT OF ELIGIBILITY CRITERIA

1. Information required as per clause 7.1 of the Tender Document:-

Name of the Bidder	
Legal status of the Bidder [Company / Partnership firm / Proprietorship]	

2. Information required as per clause 7.2 of the Tender Document:-

NABAT registration details	
QCI Details	

Signature of Bidder with seal

Dated: _____

Note:

- a) *In case the Bidder is a Proprietorship, copy of PAN card, GSTIN registration certificate and a notarized proprietorship affidavit has to be furnished by the Bidder.*
- b) *In case the Bidder is a Company, Certificate of incorporation, memorandum of association and article of association of the Bidder has to be furnished by the Bidder along with the copy of PAN, TAN card and GSTIN registration certificate.*
- c) *In case the Bidder is a firm, the constituents' document along with particulars of all the members of the firm has to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of Bid. Also, a copy of PAN card and GSTIN registration certificate has to be submitted.*
- d) *The Certificate issued by Quality Council of India (QCI) or National Accreditation Board for Education and Training (NABET) or any other agency as may be notified by the Ministry of Environment, Forest and Climate Change has to be furnished.*

DETAILS OF WORK CARRIED OUT BY THE BIDDER

S.No.	Contract No. and Date	Client Name	Details of Work Order	Value of the Work	Completion Period as per the contract	Actual date of completion	Approval date from The competent authority

Note:

The Bidders are required to submit supporting documents like copies of work order and respective work completion certificates.

Signature of Bidder with seal

Dated: _____

FINANCIAL BID FORMAT

Name of Work:

Name of Bidder:

Address of Bidder:

Parameter	Unit	Amount (In figures)	Amount (In Words)
Total lump sum rate per Unit Work (i.e. for preparation of Action Plan of SPA's / Industrial Cluster and its recommendation from CPCB)	INR		

Note:

- I. Rates shall be exclusive of GST.*
- II. GST shall be reimbursed based on the submission of required supporting document.*
- III. Rates for each SPA's / Industrial cluster should be quoted separately.*

Signature of Bidder with seal

Dated: _____

FORM – A

CHECKLIST OF DOCUMENTS TO BE ENCLOSED IN THE BID

S. No.	Particulars	Declaration (Yes/No)
1.	Earnest Money Deposit for the value as indicated in Notice Inviting Tender	
2.	Tender fee for the value as indicated in Notice Inviting Tender	
3.	Formats enclosed-dully filled in and signed along with all required enclosures, complete as per Instruction to Bidder	
	Form – A: Checklist of documents to be enclosed in the Bid	
	ANNEXURE – I : BID LETTER	
	ANNEXURE – II : PARTICULARS OF SKILLED MANPOWER & PARTICULARS OF SOFTWARE	
	ANNEXURE – III : DECLARATION	
	ANNEXURE – IV : FORMAT OF POWER OF ATTORNEY	
	ANNEXURE – V : FULFILMENT OF ELIGIBILITY CRITERIA	
	ANNEXURE –VI : DETAILS OF WORK CARRIED OUT BY THE BIDDER	
	ANNEXURE – VII : FINANCIAL BID FORMAT	
4.	Tender document including all Annexure and schedules duly signed by bidder on each page	
5.	Initial Price Offer submission in Annexure - VII	

Signature of Bidder with seal

Dated: _____