

**E- Tender No.  
MPPCB/Pur./01/2020-2021**

# **TENDER DOCUMENT**

**Inventorisation with Categorization of  
Hazardous Waste  
Generated from Industries in State of  
Madhya Pradesh**



**Year: 2020 - 2021**

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**M. P. Pollution Control Board**  
Paryawaran Parisar, E-5 Sector, Arera Colony, Bhopal – 462016 (M.P.)

**PBX : +91(0755) 2466191**

**Web : [www.mppcb.mp.gov.in](http://www.mppcb.mp.gov.in)  
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# M. P. Pollution Control Board

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## TENDER NOTICE

### E-Tender No. MPPCB/Pur.-HW/01/2020-2021

1. The Member Secretary, M. P. Pollution Control Board invites E-Tenders in two cover system on Government of Madhya Pradesh E-Procurement portal at <http://www.mptenders.gov.in> from reputed, technical and scientific institutions duly recognized by Ministry of Environment, Forests and Climate Change, Central Pollution Control Board or the institutes like IITs/NPC/CSIR/ or EPA and NABL/NABET recognition agencies etc. for following work:
2. **Name of Work:** To carry out inventorization and Categorization of hazardous waste generating industries along with development of sectoral protocol for assessment of Hazardous Waste, Sector wise bench marking, data creation for level playing industries, waste hierarchy etc. as per the recommendations given by the Monitoring Committee constituted in reference to orders dated 12/04/2019 and 26/08/2019 by Hon'ble NGT in OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) in Madhya Pradesh in line with Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016.
3. Tender documents may be downloaded from Government of Madhya Pradesh E-Procurement portal at <http://www.mptenders.gov.in> as per the schedule given in Critical Date Sheet as under:

#### CRITICAL DATE SHEET

Description	Date	Time
Date of Publishing and Bid Document Download date	03.02.2021	3:00 PM
Bid Submission Start Date	10.02.2021	01:00 P.M.
Bid Submission End Date	03.03.2021	01:00 P.M.
Technical Bid Opening Date	04.03.2021	01:00 P.M.
Financial Bid Opening Date	Will be intimated after Technical Evaluation	

4. The Tender Cost of Rs. 1500.00 (Rupees One Thousand Five Hundred only) and Earnest Money Deposit (EMD) of an amount of Rs. 1,00,000.00 (Rupees One Lakh only) shall be submitted online on or before the last date of submission of tenders. No tender shall be considered without requisite tender fee and earnest money.
5. The Tender documents will not be available in physical form. The detailed terms & conditions are available in tender document. For detailed tender document and any amendment (if required) regarding the said tender shall be available on Board's Web site [www.mppcb.mp.gov.in](http://www.mppcb.mp.gov.in) and [www.mptenders.gov.in](http://www.mptenders.gov.in).

**Incharge (Purchase)**



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## DISCLAIMER

The information contained in this Tender Document provided to the Bidders, by the Madhya Pradesh Pollution Control Board, Bhopal, hereinafter referred to as MPPCB, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

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

Madhya Pradesh Pollution Control Board (MPPCB), 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 Tender document. Madhya Pradesh Pollution Control Board (MPPCB) may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

The selection of the agency based on the Tender documents receive from the various firms/agencies/institutions by the committee constituted by the Board in this regard based on Quality and Cost Based System (QCBS) . For details the Terms of Reference (ToRs) shall be referred to the official website of M.P. Pollution Control Board "[www.mppcb.mp.gov.in](http://www.mppcb.mp.gov.in)" and <https://www.mptenders.gov.in>.

## INTRODUCTION:

In pursuant to the guidelines issued in June 2019 by Central Pollution Control Board for inventorization of hazardous wastes generation and disposal<sup>1</sup>. The M.P. Pollution Control Board intends to conduct detailed inventorization through the reputed technical and scientific institutions duly recognized by Ministry of Environment, Forests and Climate Change, Central Pollution Control Board, IITs/NPC/CSIR/ EPA and NABL/NABET recognition etc. The eligible institutions/consultancy firms to submit their s for inventorization of hazardous waste generating industries along with developed sectoral protocol, Sector wise bench marking, data creation for level playing industries, waste hierarchy etc as per the recommendations given by the Monitoring Committee constituted in reference to orders dated 12/04/2019 and 26/08/2019 by Hon'ble NGT in OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) in Madhya Pradesh.

The primary inventorization based on authorization has been done by MPPCB the data shall be shared with the agency finalized for conducting detailed inventorization in the State. The existing inventorized all industries shall be inspected for details as per specified format



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prescribed by CPCB to evaluated actual waste generation and developed sector wise protocol for assessing the wastes. The agency shall also suggest the development of additional common treatment storage and disposal facility including other disposal option for various wastes in line with Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016.

In order to implement above directions, M. P. Pollution Control Board proposes to engage reputed, financially sound and experienced testing CSIR /other laboratories recognized from Ministry of Environment & Forests (MoEF), Central Pollution Control Board and NABET to carry out Inventorisation with Categorization of Hazardous and Other Wastes (HW) generated from the industries of Madhya Pradesh state. In this continuation, Member Secretary, M. P. Pollution Control Board invites E-tenders for Inventorization and Categorization of Hazardous and Other Wastes (HW) generated from industries in state of Madhya Pradesh in accordance with the method of selection specified in the Tender Document.

## 1. FACT SHEET

S. NO.	TITLES	DESCRIPTIONS
1	Tender No.	MPPCB/Pur.-HW/01/2020-2021
2	Scope of Work	To carry out inventorization and Categorization of hazardous waste generating industries along with development of sectoral protocol for assessment of Hazardous Waste, Sector wise bench marking, data creation for level playing industries, waste hierarchy etc as per the recommendations given by the Monitoring Committee constituted in reference to orders dated 12/04/2019 and 26/08/2019 by Hon'ble NGT in OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) in Madhya Pradesh in line with Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016.
3	Tender Inviting Authority	Member Secretary, M.P.P.C.B., Bhopal
4	Date of publish of tender document	03.02.2021
5	Last Date for Submission of Bids	03.03.2020 Time: 01:00 PM
6	Date of Opening of Technical Bids	04/03/2020 at 1:00 P.M onwards
7	Date of Commercial Bid opening	To be informed later through the portal /e-mail (Bidder should furnish the e-mail of one authorized representative)
8	Address for Communication	Member Secretary, Madhya Pradesh Pollution Control Board , Paryavaran Parisar, E-5, Arera Colony Bhopal (M.P.) 462016
9	Tender Cost/Fee	Non-refundable Rs 1,500 (Rs. One Thousand Five Hundred only) only through online in the portal
10	Earnest Money Deposit	Rs. 1,00,000.00 (Rs. One Lakh Only) through online only in the portal.



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	(EMD)	
11	Validity of Proposal	Proposals must remain valid for 360 days from the date of opening of First Cover (Technical Bid)
12	Availability of Tender Document	Tender can be referred at Board's Website i.e. <a href="http://www.mppcb.mp.gov.in">http://www.mppcb.mp.gov.in</a> and submission only at <a href="https://www.mptenders.gov.in">https://www.mptenders.gov.in</a> .
13	Method of Selection	QCBS (70:30)
14	Expected date for commencement of consulting services	Within 15 days from the date of signing of contract.

## 2. SCOPE OF WORK

It is proposed to conduct Inventorization of Hazardous and Other Wastes in Madhya Pradesh as per the provisions of Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and the recommendations given by the Monitoring Committee constituted in reference to Hon'ble NGT OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) along with the guidelines issued by Central Pollution Control Board "Guidelines for Preparation of Inventories on Hazardous and Other Waste Generation and their Management" in month of June 2019.

The industries coming up with various new products and technologies are intending to generate various types of hazardous wastes. The inventorization of such waste can't be done without detailed study of raw materials, products, utilities, auxiliary raw materials and process. With the existing manpower and technical capabilities, the M.P. Pollution Control Board is compiling the year wise inventory of hazardous waste generating industries and institutions in the state along with the quantities of hazardous waste generation. As per the last updated inventory, therefore approx. 2800 hazardous waste generating units in the state and approximate hazardous waste generation under various categories is as landfillable-52000 MT/Annum, Incinerable-6900 MT/Annum, Recyclable-70000 MT/Annum and Utilisable 122000 MT/Annum.

For promoting recycling, resource conservation, co-processing etc 52 Nos. of Lead Acid Battery scrap recycling units with authorized capacity 1,23,700 MT/Year, 15 Nos. of Waste/used oil recycling units with authorized capacity 1,33,000 MT/Year, 30 nos. of non ferrous metal recovery/recycling units with authorized capacity 1,40,000 MT/Year, 12 nos. of contaminated drums/barrels washing/recycling units with authorized capacity 14,00,000 Nos./year and 3 nos. of cement plant having co-processing facilities with authorized capacity of about 6,00,000 MT/year are authorized as per the "Guidelines for Environmentally Sound Recycling of Hazardous Wastes" for commonly recyclable hazardous wastes and the SOPs issued under Rule-9 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 by Central Pollution Control Board, Delhi.

The state of Madhya Pradesh has identified the site for development of Common Treatment, Storage and Disposal Facility (CTSDf) at Pithampur Industrial area. The state has developed the facility through M/s. M.P. Waste Management Facility (A unit of M/s. Ramky Enviro Engineers Ltd. Hyderabad) on BOOT basis as per Central Pollution Control Board (CPCB) guidelines in consultation and supervision of M.P. Pollution Control Board (MPPCB). The



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CTSDF is operative since 2005-06. The site is designed to dispose off hazardous wastes for 20 years at the rate of 70,000 MT/Year through landfill and 20,000 MT/Year through incineration.

There are various type of activities like commercial, house hold, recreational activities etc. generate various type of hazardous wastes which are not covered under the inventory conducted by the Board. The issue of household hazardous waste inventorisation and disposal is raised by the Monitoring Committee constituted in reference to Hon'ble NGT OA No. 804/2017 (Rajeev Narayan V/s Union of India and others). The Committee has also suggested to develop various type of protocols for hazardous waste generating industries like inspection frequency, monitoring, bench marking, level playing, sector wise waste generation etc. which can't be done with routine works.

## **Need for study:**

As per the rule-20(3) of Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and the recommendations given by the Monitoring Committee constituted in reference to Hon'ble NGT OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) along with the guidelines issued by Central Pollution Control Board "Guidelines for Preparation of Inventories on Hazardous and Other Waste Generation and their Management" in month of June 2019 and "Guidelines for Identification of Materials Generated from Industrial Processes as Wastes or By-products"

In the light of the initiatives undertaken by MPPCB, there is an urgent need to prepare an inventory of Hazardous and Other wastes generated in the State so that compliance of Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and the recommendations given by the Monitoring Committee constituted in reference to Hon'ble NGT OA No. 804/2017 (Rajeev Narayan V/s Union of India and others).

## **Key Partners:**

- The finalist Bidder may involve the nodal officer of MP Pollution Control Board for conducting inventorisation.
- The finalist Bidder shall be provided with identity cards to conduct the survey of industry and other institutions for performance of inventorization on behalf of MPPCB.

## **Milestone/Output/Objective of the study:**

The objective of the study is to identify and quantify the hazardous and other wastes generation from identified industries and other possible sources in the State to ensure its proper disposal along with utilization under Rule-9. The main objectives of this study are as follows to fulfill the requirement of the said rules alongwith the recommendations of interim report and final report of the Monitoring Committee submitted to Hon'ble NGT in the matter of OA No. 804/2017 (Rajeev Narayan V/s Union of India and others):

1. To verify and scientifically validate the HW data and facilities through one to one inspection and assessment of Hazardous and Other Wastes generation as per existing inventory of the MPPCB in CPCB specified format. The primary data of inspection with verification of GPS locations of the unit to be provided with the report in said format.
2. To assess identify and quantify the other wastes generation & disposal.



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3. To evaluate the capacities/capabilities of existing stakeholders like CTSDf, Recyclers, co-processors to take care of the wastes being used by these facilities.
4. Preparation of directory of the stakeholders/hazardous and other waste generators.
5. The concept of environmental benchmarking among the similar industries generating HW can be useful to ensure consistency and uniformity. The emerging trend of circular economy would be a key intervention for rationalising the HW generation and reuse/utilisation. Based on the assessment provide the hazardous waste or other waste generation ranges in the different industrial sectors.
6. There is emergent need of consistent approach in recycle and utilisation of HW in terms waste management hierarchy mandated in the rules across all the States in order to ensure the level playing field for the industry. This can be achieved by advocacy programme such as concept of waste exchange banks, know your waste programme, circular economy, documentation of the success stories along with regulatory interventions wherever required.
7. Waste generation district wise with details of its geographical distribution in the state.
8. Evaluation of Central laboratory of the Board for Strengthening to analyze all the parameters for identifying the hazardous waste as per rule and provide a proposal with financial details.
9. Assessment of generation of household hazardous wastes in the State.
10. The Elaborate protocol to be developed for the pre-processing and recycling/ utilisation facilities considered to be treated as critical environmental infrastructure facilities for sound environmental management of hazardous waste so as to ensure enhanced level and frequency of enforcement and environmental monitoring.
11. Based on the study suggestion/guidance for 17 type of industries shall be provided on following points as per rule 4 of the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 :-
  - a. Prevention;
  - b. Minimization;
  - c. Reuse,
  - d. Recycling;
  - e. Recovery, utilisation including co-processing;
  - f. Safe disposal.
12. To collect the information from custom department regarding import of the hazardous and other wastes in the State including the details and quantity of the waste with name and address of the importers. The details of dry ports in the state have to be provided.

### 3. 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.



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- 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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB). Any notification of preferred Bidder status by the Madhya Pradesh Pollution Control Board (MPPCB) shall not give rise to any enforceable rights by the Bidder. The Madhya Pradesh Pollution Control Board (MPPCB) may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Madhya Pradesh Pollution Control Board (MPPCB).
- d. 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.
- e. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must Comply with all requirements as set out within this TENDER and Include all supporting documentations specified in this TENDER.

## 2.2 Key Requirements of the Bid

### Right to Terminate the Process

- a. Madhya Pradesh Pollution Control Board (MPPCB) may terminate the TENDER process at any time and without assigning any reason. Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB). The Bidders participation in this process may result Madhya Pradesh Pollution Control Board (MPPCB) selecting the Bidder to engage towards execution of the contract.

### 2.1 Procedure for Submission of the Tender:

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 Madhya Pradesh Pollution Control Board (MPPCB) to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Madhya Pradesh Pollution Control Board (MPPCB) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Each Bidder shall submit his offer in two sealed covers viz. A and B. The First cover "A" shall contain proof for submitting Tender Cost and EMD only through online in the portal along with all relevant technical documents such as evidences for doing





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similar nature of work, experience in the similar field, Copy of valid lab registration/recognition/affiliation from Ministry of Environment, Forests and Climate Change/CPCB/NABET/IITs/NPC/CSIR, details of technical/Scientific staff employed along with CVs, copy of sales tax registration and Income Tax registration [PAN], copy of undertaking regarding not being blacklisted, terms & conditions, company profile along with financial capabilities. Non – submission of any of the documents may lead to rejection of the Bid / offers. The Second Cover “B” shall contain financial offer (BoQ). The tender shall be submitted online in two covers as per following details:

**First Cover (Technical Bid)** should contain scanned copy of proof for submitting the requisite amount of Tender Cost and Earnest Money [EMD] only through online in the portal. Insufficient amount furnished as earnest money and tender cost shall make the offer liable for rejection. The First Cover shall be opened on 04.03.2021 at 01.00 pm onwards. The First Cover must necessarily contain self verified scanned copies of the following documents:

- i. Proof for submitting Tender Cost & EMD through online.
- ii. Copy of valid agency registration/recognition/affiliation from Ministry of Environment, Forests and Climate Change/CPCB/NABET /IITs/CSIR/NPC
- iii. Copies of Work Experience in similar field.
- iv. Tender Acceptance form duly filled in along with all relevant documents.
- v. Numbers of Technical / Scientific staff & their qualification employed along with their CVs.
- vi. Plan for execution of the tasks with time lines for each task
- vii. Infrastructure facilities available with the Agency.
- viii. Company profile including registration, financial capabilities (Turnover) duly certified from CA for last three years.
- ix. The Bidder must have registration certificate under Labour Laws/Contract Act
- x. Copy of GST/ Service Tax/ Income Tax registration (PAN).
- xi. Undertaking regarding not being blacklisted in any Govt. organization.
- xii. The Bidder shall also provide Bank Name, Account Name, Account Number, Account Type, Branch IFSC Code for safer & easier payment transaction through RTGS/NEFT.
- xiii. Supporting document related to successful completion of projects undertaken with value of the completed project and scope of work/ services adopted.
- xiv. Completion certificate should clearly indicate the value and duration of the project.
- xv. All annexure mentioned in the tender document.

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

**Second Cover (Financial Bid):** Offers received in due time shall be evaluated as per the evaluation process described in the tender document by Screening cum Technical committee constituted by the Chairman, M. P. Pollution Control Board and as per the recommendation of committee, depending upon the credentials submitted in first cover, suitability of equipment with respect to offered specifications, application and performance, the financial offer shall be opened. The date of opening of financial



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bids (Second Cover) will be informed later. Financial Bid shall comprises Financial offer in attached BoQ in the portal. This BoQ must not be modified/replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the Bidder is liable to be rejected in this tender. The Bidders are allowed to enter Bidder Name and values only.

## 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 mentioned in this TENDER.

## 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.

**Evaluation process:** 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.

- a. A committee (Screening-cum-Technical Committee) constituted by Chairman, Madhya Pradesh Pollution Control Board (MPPCB) will evaluate the offers received within due date & time following the "Quality and Cost Based System (QCBS).
- b. The evaluation will be in 2 stages i.e. Technical Qualification (TQ) & Commercial proposal submitted by the service providers.
- c. The Bidder will be shortlisted based on the Technical Qualification (TQ) criteria as given in RFP document.
- d. The Bidders who qualify in Technical Qualification (TQ) evaluation will be eligible for the opening of Financial Bid.
- e. The Bidder scoring more or equal to 75 marks in Technical Evaluation will be considered for Financial Evaluation.
- f. The Financial Proposals of the Bidder who have qualified in the Technical Evaluation will be evaluated.
- g. The overall method of evaluation is Quality cum Cost Based Selection (QCBS (70:30)) only. The Technical Evaluation Score will be given a weightage of 70% and the Financial Evaluation Score, a weightage of 30%, to arrive at the overall score. The Bidder who scores the highest overall score will be considered for selection.
- h. The evaluation shall be based on the supporting documents / documentary evidences as specified in the bid document. Each of the responses shall be evaluated as per the criteria and requirements specified in this TENDER. No correspondence will be entertained outside the process of evaluation with the



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Committee.

- i. The Committee may ask for technical presentation/meetings/interview with the Bidders to seek clarifications on their proposals.

## **Tender Opening**

Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of the technical bids offered by the bidders would be known to all on the portal.

## **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 360 days from the date of opening of Tender.

## **Contacting the Madhya Pradesh Pollution Control Board (MPPCB)**

- 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 Madhya Pradesh Pollution Control Board (MPPCB) officers after office hours and/or outside Madhya Pradesh Pollution Control Board (MPPCB) office premises, from the time of the proposal opening till the time the Contract is awarded.

## **Deciding Award of Contract**

- I. The Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) and its appointed representative on the date asked for, at no cost to the Madhya Pradesh Pollution Control Board (MPPCB). The Madhya Pradesh Pollution Control Board (MPPCB) may at its discretion, visit the office of the Bidder any-time before or after signing of Agreement.
- II. Madhya Pradesh Pollution Control Board (MPPCB) shall inform the Bidder whose proposal is accepted via issuance of letter of acceptance.
- III. After acceptance, the Bidder shall furnish a Performance Bank Guarantee/DD/TDR at 10% of the contract value for signing an Agreement with Madhya Pradesh Pollution Control Board (MPPCB).

## **PROPOSED CONTRACT TERMS**

### **Confidentiality**

- As used herein, the term —Confidential Information, means any information, including information created by or for the other party, whether written or oral,



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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.



# M. P. Pollution Control Board

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## Execution of Agreement

After acknowledgement of the Letter of Acceptance by the selected Bidder, a performance security of 10% of contract value has to be deposit in the form of BG of any nationalized\Scheduled Bank in the name of Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal, till the completion of the project and shall sign the Agreement within 15 days from the issue of Letter of Acceptance.

## 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 issue of work order.

## Terms and Conditions: Applicable Post Award of Contract

### • Termination Clause

#### i) Right to Terminate the Process

Madhya Pradesh Pollution Control Board (MPPCB) reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.
- If deductions 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, Madhya Pradesh Pollution Control Board (MPPCB) 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, Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- Madhya Pradesh Pollution Control Board (MPPCB) 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



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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], Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) to invoke the Madhya Pradesh Pollution Control Board (MPPCB) Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Madhya Pradesh Pollution Control Board (MPPCB) 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.

## Penalty

The Bidder shall perform its obligations under the agreement entered into with the Madhya Pradesh Pollution Control Board (MPPCB), in a professional manner. In the event of failure to maintain the agreed schedule or quality of deliverables, penalty would be levied as per rules or up to a maximum of 10% of the total cost.

Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) has to take corrective actions to ensure functionality of its property, the Madhya Pradesh Pollution Control Board (MPPCB) reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) reserves the right to either cancel the order or to



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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 the 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 industries/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 Madhya Pradesh Pollution Control Board (MPPCB) shall implement all penalty clauses after giving due notice to the Bidder.

## **Dispute Resolution Mechanism**

The Bidder and the Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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.
- c. 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 Bhopal 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.
- d. 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.
- e. 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



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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.

## **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.

## **Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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.

## **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 Madhya Pradesh Pollution Control Board (MPPCB) 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.

## **Right of Monitoring, Inspection and Periodic Audit by the Board :**

The Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) may demand, and upon such demand being made, the selected Bidder shall provide with any document, data,





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status of project, material or any other information required to assess the progress of the project.

The Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) and the Selected Bidder undertakes to cooperate with and provide to the Madhya Pradesh Pollution Control Board (MPPCB) / any other Bidder/ Agency appointed by the Madhya Pradesh Pollution Control Board (MPPCB), 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 Madhya Pradesh Pollution Control Board (MPPCB) 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 the bid document.

## **Madhya Pradesh Pollution Control Board (MPPCB)'s Obligations**

The Madhya Pradesh Pollution Control Board (MPPCB) 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. Madhya Pradesh Pollution Control Board (MPPCB) 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 MPPCB for review and comments would be responded to within 10 working days.

## **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 Madhya Pradesh Pollution Control Board (MPPCB), out of premises, without prior written permission from the Madhya Pradesh Pollution Control Board (MPPCB).

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



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## Indemnity

The Selected Bidder shall execute and furnish to the MPPCB, a Deed of Indemnity in favour of the Madhya Pradesh Pollution Control Board (MPPCB), in a form and manner acceptable to MPPCB, indemnifying Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB).

## Milestone, Timeline and Payment Schedule

### Total Cost of Services

The total cost of the Services payable is set forth as per the successful Bidder's proposal to Madhya Pradesh Pollution Control Board (MPPCB) and as negotiated thereafter and issuance of work order/Agreement. Payments under this Contract shall not exceed the amount specified in Commercial proposal filled.

### Payment, Milestones and Timeline

Please refer document: Deliverables and Payment Terms.

- a. All payments will be made in INR only.
- b. No advance will be paid.
- c. The payment will be subject to fulfillment of terms and conditions and desired output .
- d. The Duties and Taxes as applicable at the time of execution of work 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: The entire assignment is expected to follow all guidelines of the MPPCB and necessary approvals may be taken from MPPCB whenever required. The assignment shall be for a period of 6 months and the payment schedule shall be as follows:-
  - I. 15% after presentation of inspection & Inventorization of medium and large scale industries.



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- II. 15% after presentation completion of inspection & Inventorization of Small scale industries.
- III. 30% after submission and presentation of Draft report with other outputs.
- IV. 40% after submission and presentation of final report to MPPCB.

## **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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB);
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Madhya Pradesh Pollution Control Board (MPPCB), 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 Madhya Pradesh Pollution Control Board (MPPCB); or
- The Selected Bidder / Bidders 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 Madhya Pradesh Pollution Control Board (MPPCB) during the term of this Contract and which the Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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



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Madhya Pradesh Pollution Control Board (MPPCB) and the Selected Bidder fails to remedy the default to the satisfaction of the Madhya Pradesh Pollution Control Board (MPPCB), the Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB).

## **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 Madhya Pradesh Pollution Control Board (MPPCB), 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, Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB).

The Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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.

## **Dispute Resolution**

The Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be



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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 Bhopal, India.
- The Madhya Pradesh Pollution Control Board (MPPCB) 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.

## **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.

## **Conflict of interest**

The Bidder shall disclose to Madhya Pradesh Pollution Control Board (MPPCB) 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.

## **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.

## **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.

## **“No Claim” Certificate**

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



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## **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 Madhya Pradesh Pollution Control Board (MPPCB) first gives its written consent to the selected Bidder.

## **General**

Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the Madhya Pradesh Pollution Control Board (MPPCB) and Selected Bidder/ Bidder,,s Team or any relationship of employer employee, principal and agent, or partnership, between the Madhya Pradesh Pollution Control Board (MPPCB) 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.
- Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB).

## **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 Madhya Pradesh Pollution Control Board (MPPCB) notifies the Selected Bidder of its release from those obligations.

## **Entire Contract**

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

## **Governing Law**

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

## **Jurisdiction of Courts**

- The High Court at Jabalpur, Madhya Pradesh has exclusive jurisdiction to



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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,  
Madhya Pradesh Pollution Control Board  
Paryawaran Parisar, E-5, Arera Colony,  
Bhopal (M.P.),  
Email – it\_mppcb@rediffmail.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 the Member



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Secretary, M. P. Pollution Control Board and an authorized representative Bidder.

## **Taxes**

- Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the Financial Bid (BoQ).
- 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.

## **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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) under Clause above and the rights and remedies which the Madhya Pradesh Pollution Control Board (MPPCB) may have under the Letter of Acceptance or the Agreement, if the 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 Madhya Pradesh Pollution Control Board (MPPCB) during a period of 2(two) years from the date such Bidder, as the case may be, is found by the Madhya Pradesh Pollution Control Board (MPPCB) 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.





# M. P. Pollution Control Board

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## **“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 Madhya Pradesh Pollution Control Board (MPPCB) who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Acceptance/Work Order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Madhya Pradesh Pollution Control Board (MPPCB), shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- ii. same as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Acceptance/Work Order 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 Letter of Acceptance/Work Order or the Agreement, who at any time has been or is a legal, financial or technical Bidder/adviser of the Madhya Pradesh Pollution Control Board (MPPCB) 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 Madhya Pradesh Pollution Control Board (MPPCB) with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- II. 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.

## **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.

## **Obligations**



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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.

## **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 based on QCBS.

## **Notification of Award**

Prior to expiration of the period of bid validity, Madhya Pradesh Pollution Control Board (MPPCB) will notify the successful Bidder(s) in writing, that their bid has been accepted.

## **Contract Period**

The Successful Bidder shall sign contract with the Madhya Pradesh Pollution Control Board (MPPCB) for a period as specified in the Schedule of the successful Bidder's offer.

## **Study area and duration of Study:**

This study would be carried out in whole of the state and within the time frame of six months starting from January 2020.

The quality of the output must meet the requirements of Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and CPCB guidelines which will be explained to the Board from the time to time. The outputs in draft form should be presented before the committee of the Board constituted for the purpose and may be submitted in advance to seek acceptance by MPPCB.

## **Tasks to be performed to achieve the milestone/output/objectives**

### **Phase 1: Mobilization and Work Plan**

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

- a. The data such as list of existing Industries and other details as per consent orders will be provided by MPPCB. The Bidder 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 Bidder 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.



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- 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.

## **Phase 2: Data Collection /Field Work**

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

The Bidder 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.
- b. Each of the identified hazardous waste generating facility shall be geo-tagged.
- c. Data shall also be collected for the unlisted industries that the Bidder comes across during the field work. This should specifically include: railway repair and maintenance sheds, automobile service centers, bulk petroleum storage depots, other waste processors etc.

## **Phase 3: DEVELOPMENT OF BENCH MARKING, LEVEL PLAYING, CLEANER PRODUCTION CONCEPTS FOR HAZARDOUS WASTE GENERATING UNITS**

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

The Bidder shall keep the above factors in mind while conducting visit of the units of the various industry sectors (only which are located in the State of Madhya Pradesh) 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. Basic Drugs & Pharmaceuticals Manufacturing
2. Basic Drugs Formulation
3. Chlor Alkali/ Caustic Soda
4. Cement
5. Dyes and Dye Intermediate
6. Fermentation (Distillery)
7. Fertiliser
8. SMS for Iron & Steel
9. Pesticide Formulation & Manufacturing
10. Petrochemical (including Bulk Petroleum Depots)
11. Sugar
12. Thermal Power Plants
13. Galvanizing units
14. Lead Acid Battery Recycling units



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15. Used/Spent oil reprocessing units
16. Major Mineral Mines (Coal Mines, Iron Ore Mines, Lime stone Mines etc.)
17. Recycling Unit of Spent Solvent

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 to evolved benchmarking, level playing, cleaner production etc..

## Phase 4: Report findings

The Bidder 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. Based on list of Hazardous Wastes and categories, preparation of proposal for strengthening of Central Lab, MPPCB, Bhopal.
- g. Development of document for other tasks / milestone/outputs
- h. 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.

## Other Conditions

- i. Presentation should be made at MPPCB, Bhopal on the progress of work periodically and after completion of the work phase wise before the Committee.
- ii. No expenses for traveling, collection of data, analysis of data and any other expenses including those of trips to divisions will be paid by this Board.
- iii. The physical progress of the project shall be submitted to HO, MPPCB monthly by the 5th of the following month to ensure timely completion of the project.
- iv. All deliverables shall be provided in colour hard copies (3 copies for draft version and 10 copies for final version) and also in electronic (pdf format and Soft copy) form.
- v. Apart from above, the additional term and conditions may be incorporated as and when needed during the execution of the study in line with the bid document and work order



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## ANNEXURE-1

The pre-qualification criteria are as under:

S.NO	Pre-Qualification Criteria Description	Supporting Documents to be submitted by the Bidders
1	<b>Legal Entity and Statutory Registrations</b> The Prime Bidder (In case of Consortium, not more than 2 organizations) a. Should be a registered legal entity such as: company registered under Companies Act, 1956/2013 or an equivalent law outside India; or LLP Firm registered by MCA. b. Should have a valid Service Tax/ GST Registration	Bidder should submit the following: RoC Copy of Service Tax/ GST Registration Certificate.
2	<b>Turnover :</b> The Prime Bidder should have a minimum turnover of Rs.2.00 crores from environmental services based project during the last three financial years i.e., 2016- 17, 2017-18 and 2018-19. Bidder should have positive Net profit after tax during each of the last three financial years namely 2016- 17, 2017-18 and 2018-19. Note: Turnover in areas other than mentioned above shall not be considered for evaluation.	Bidder should submit any of the following: Copies of Certified audited Balance sheet / Profit & Loss statement. OR Certificate from the statutory auditor.
3	<b>Past Experience:</b> Should be operating as environmental services organization for more than 5 years preferably in the field of similar work on waste management.	Bidder should submit the following: Bidder should submit the PO / Work orders. Project Completion Certificate from the client in case of completed projects.
4	<b>Blacklisting:</b> The Bidder/Consortium partner should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual Conditions. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.	Bidder should submit Self declaration that the Bidder is not 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.
5	The Bidder should furnish, as part of its proposal, Tender Cost (Rs. 1500.00) and an Earnest Money Deposit (EMD) of the Rs. 1,00,000/- (Rs. One Lakh only).	Rs. 1,00,000/- (Rupees One lakh only). EMD may be submitted through online in the portal and bidder should submit a scanned copy of proof for submitting EMD.



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## ANNEXURE-2

### 2 TECHNICAL EVALUATION CRITERIA:

**Project Screening cum Technical Committee (SCTC) will evaluate the Technical Proposals of the Pre-Qualified Bidders as per the following criteria**

Sr. No	Technical Scoring Criteria	Documents to be Provided	Max. Marks
1.	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 for the last three financial years (2017-18, 2018-19 and 2019-20). = Rs. 2 Crore - 5 Mark Additional 1 mark shall be awarded for every additional Rs. 1 Crore (One Crore) in turnover, subject to a maximum of 10 Marks	Bidder should submit any of the following: Copies of Certified audited Balance sheet / Profit & Loss statement. OR Certificate from the statutory auditor.	10
2.	Adequacy of the proposed methodology and work plan in responding to the Scope of Work and desired outputs to demonstrate the tools, components and resources proposed for the project and demonstration of the efficiency of the Bidder how to implement the project. (Maximum 2 marks for each milestone/output, Total 12).	The document submitted in this regards shall be evaluated by the committee.	24
3.	Presentation /Interview of Company/Resources on understanding of the project, Proposed methodology/work plan, Company Profile and Work done in the similar field. Due to Covid-19 Pandemics, the bidder shall submit text of presentation in maximum 5 slides along with their offer and if Committee decides, the online discussion may be organized through video conferencing.	Text of maximum five slides	15
4.	Experience of the Bidder organization in the field of following areas: (1) Hazardous Waste Inventorisation (2) Evaluation of the hazardous waste dumping/contaminated site, (3) Environmental hazard and risk assessment (Maximum 3 marks for each area of experience)	Duly certified experience documents.	9
5.	The Bidder should be registered in chemical sector under NABET.	Please attach valid NABET Certificate	05
6.	Proposed team and profiles for implementation and rollout, Configuration, Customization and presentation, below category of individuals must be part of the team.	CV as per the format given in the tender document.	37
a.	Team leader on permanent pay roles of the firm	Ph.D/Masters in Environmental-Science/ M.Tech/ME in Environmental	04 marks
			14



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		Engineering			
		Minimum 5 years of relevant experience-3 marks, additional per year 1 marks( max. 2 marks)	05 marks		
		Minimum 3 projects dealing with similar nature preferable with industrial wastes-3 marks, additional per project 1 marks( max. 2 marks)	05 marks		
b.	Environmental/ Hazardous Waste Management Expert	Ph.D/Masters in Environmental- Science/ M.Tech/ME in Environmental Engineering	04 marks	09	
		Minimum 03years of relevant experience 1 marks,,additional per project-0.5marks (Max 1.5 marks)	2.5 marks		
		Minimum 03 projects dealing in similar nature preferable with Inventorisation / Characterization of Industrial wastes.(0.5 marks for each project)-1 marks, additional per project-0.5 marks (Max. 1.5 marks)	2.5 marks		
c.	Production/ Chemical /Petroleum Engineer	Bachelor in Production/ Chemical/ Petroleum engineering	2.5 marks	07	
		Minimum: 1years of relevant experience-1.5 marks , additional per year -.05	2.5 marks		



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		marks (Max. 1 marks)				
		Minimum 01 projects dealing with Industrial wastes-1 marks, additional per project-0.5 marks(Max 1.5 Marks). (01 marks for each project)	02 marks			
d.	Environmental Scientist /Chemist	Masters in Environment Science/ Chemistry	2.5 marks	07		
		Minimum: 3years of relevant experience-1.5marks, additional per year-0.5 marks (Max 1 marks)	2.5 marks			
		Minimum 01 projects dealing in similar nature preferable in Inventorisation / Characterization of Industrial wastes.-1 marks, additional per project-0.5 marks (Max 1 marks)	02 marks			
<b>TOTAL MARKS</b>						<b>100</b>





# M. P. Pollution Control Board

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**ANNEXURE-3**

## **STANDARD FORMATS FOR PRE-QUALIFICATION, TECHNICAL AND FINANCIAL PROPOSAL**

Form - DECLARATION FOR NOT BLACK LISTED

(Original Copy to be submitted as part of the Technical Proposal – First Cover)

Date.....

To,

Member Secretary,  
Madhya Pradesh Pollution Control Board,  
Paryavaran Parisar'  
E-5 Arera Colony,  
Bhopal (M.P.) 462016

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



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Annexure -4

## TENDER ACCEPTANCE FORM

(To be submitted on Letter Head)

(E-Tender Notice No. MPPCB/Pur./01/2020-2021)

Having carefully gone through the whole Tender Document, we, M/s.-----, the Bidder, agree to all terms and conditions mentioned in the tender document and hereby, make the following offer to execute the project as per the Scheduled Scope of Work, required outputs, and in conformity with all other conditions in the Tender Documents and amendments (if any). We will arrange for presentation being offered by the Board before the committee as per the convenience.

### Bidder Details

1. Name of the Bidder-----
2. Address-----
3. Email-----
4. Phone-----
5. Income Tax Permanent Account Number (PAN)-----
6. Name and Complete Address of the Bidder's Bankers-----
  - (a)-----
  - (b)-----
7. Name, Age, Father's Name and Designation of the Person Digitally signing and submitting the tender-----  
-----
8. Is the person digitally signing and submitting the tender authorized by the Bidder? - (Yes/No)  
(Please enclose scanned copy of the Board's resolution authorizing the person to submit the bids. Without this the tender will be rejected)
9. Whether business dealings with the Bidder currently stand suspended/banned by any Ministry/Department of Government of India or any State Govt. - (Yes/No)

### Qualification Details

1. Is the Bidder an active project executing organization? Yes/No
2. Is the Bidder recognized by MoEFCC/CPCB/CSIR/QCI/IIT/? Yes/No  
(If yes, please enclose required documents as mentioned in qualification criteria)
3. Turnover of the Bidder during the past three years (Rs. In Crores)

2017-2018-----  
 2018-2019-----  
 2019-2020-----  
 Average-----

(Please enclose certified published annual reports. If the accounts are managed calendar year wise, please provide figures for 2017, 2018 and 2019.)



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4. How projects are being executed by the Bidder during the past three years in India or abroad? ----- (*Please enclose documentary work orders along with completion certificate*)

### Technical documents to be enclosed

5. Technical Literature/Brochure of organization.
6. Have you submitted the EMD as prescribed in Tender Document ? (Yes/No)
7. Have you enclosed the following documents?
  - (a) Scanned copy of the proof for submitting EMD online on the Portal? (Yes/NO)
  - (b) Tender Acceptance Form as specified in the Tender? (Yes/No)
  - (c) Documents and relevant details to establish that the project offered conform to the requirement of the tender documents (Yes/No)
  - (d) Power of Attorney of Firm/resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
  - (e) Authorization letter by the organization or self declaration letter by bidder- (yes/No)
  - (f) GST Registration Certificate and latest GST deposit receipt (Yes/No)
  - (g) An Undertaking to the effect that the Price Bid (BoQ) does not contain any condition/options whatsoever of the services offered. (Yes/No)
  - (h) Certificate for Non-blacklisting of firm and non-registration of criminal case? (Yes/No)
  - (i) Certified published annual reports showing the turnover and financial results. (Yes/No)
  - (j) Work orders and Completion Certificates for the offered service from Government Ministries/Departments/PSUs/Scientific Institutes of National Repute. (Yes/No)
  - (k) List of Technical and Scientific staff along with their qualification and CVs. (Yes/No)
  - (l) Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

**Signature of the Bidder.....**  
**Name .....**  
**Business Address .....**  
 .....

**Place: .....**

**Date: .....**



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## ANNEXURE-5

### Form - Format for Power of Attorney

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

(To be provided in original as part of **First Cover**: Technical Bid to MPPCB 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 Madhya Pradesh , vide Invitation for Tender (Tender Document) Document dated\_, issued by Member Secretary, Madhya Pradesh Pollution Control Board, Paryavaran Parisar, E-5 Arera colony, Bhopal (M.P.) 462016, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Madhya Pradesh Pollution Control Board or any governmental authority, representing us in all matters before Madhya Pradesh Pollution Control Board (MPPCB), Paryavaran Parisar, E-5 Arera colony, Bhopal (M.P.) 462016, and generally dealing with MPPCB 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



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- 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 executants (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).



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## ANNEXURE-6

### Form : Technical Proposal Submission Form

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

[Location, Date]

To: [Name and address

of Client] Dear Sir:

We, the undersigned, offer to provide the services for [To carry out inventorization and Categorization of hazardous waste generating industries along with development of sectoral protocol for assessment of Hazardous Waste, Sector wise bench marking, data creation for level playing industries, waste hierarchy etc as per the recommendations given by the Monitoring Committee constituted in reference to orders dated 12/04/2019 and 26/08/2019 by Hon'ble NGT in OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) in Madhya Pradesh in line with Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016] in accordance with your Tender document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal under First and Second Covers.

We are submitting our Proposal in accordance with the tender document.

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 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 project services related to the assignment not later than the date indicated in 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: \_\_\_\_\_



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## ANNEXURE-7

### Form - Bidder's Organization and Experience

#### A - Bidder's Organization

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

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

#### B - Bidder's Experience

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

[Using the format below, provide information on each assignment for which your firm and technical capability for this assignment for carrying out project 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- associated Bidders:
Narrative description of Project:	
Description of actual services provided by the organization and the staff within the assignment:	
The other details as per the tender documents qualifications/evaluation criteria:	

Firm's Name: \_\_\_\_\_



# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

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## ANNEXURE-8

### **Form- Description of Approach, Methodology and Work Plan for Performing the Assignment**

*(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)*

[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 with plan for execution of each outcome/milestone/objectives of the project:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing
- d) 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.
- e) 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 terms & conditions of tender document 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 given in the document.
- f) 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.]





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**ANNEXURE-9**

**Form- Team Composition and Task Assignments**  
(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

<b>Professional Staff</b>				
Name of Staff	Qualification	Area of Expertise	Position Assigned	Task Assigned



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ANNEXURE-10

## Form- Curriculum Vitae (CV) for Proposed Professional Staff (Original Copy to be submitted as part of the Technical Proposal – First Cover)

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:

11. **Detailed Tasks Assigned**



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*[List all tasks to be performed under this assignment]*

## **12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[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.]*

Name of assignment or project: Year:

Location:

Client:

Main project features: Positions held: Activities performed:

## **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: \_\_\_\_\_



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**ANNEXURE-11**

## Form- Staffing Schedule

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

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 Bidder's home office.



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**ANNEXURE-12**

## Form -Work Schedule

(Original Copy to be submitted as part of the Technical Proposal – **First Cover**)

No.	Activity/ Output	Months					
		1	2	3	4	5	6
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

- 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



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ANNEXURE-13

## Form- Summary of Costs

(To be submitted in **Second cover**. If any Bidder will submit the financial proposal in **other format** then bid shall be rejected)

Project Details	Costs (In INR) (Rs.)	GST/any other taxes (Rs.)	Total Project Cost* (Rs.)
To carry out inventorization and Categorization of hazardous waste generating industries along with development of sectoral protocol for assessment of Hazardous Waste, Sector wise bench marking, data creation for level playing industries, waste hierarchy etc as per the recommendations given by the Monitoring Committee constituted in reference to orders dated 12/04/2019 and 26/08/2019 by Hon'ble NGT in OA No. 804/2017 (Rajeev Narayan V/s Union of India and others) in Madhya Pradesh in line with Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016			

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

Authorized Signature [*In full and initials*]:

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_



# M. P. Pollution Control Board

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ANNEXURE-14

## Form- Performa of Performance Bank Guarantee

(To be stamped in accordance with stamp Act)

(To be issued by a Nationalized Bank)

(The Original copy to be submitted within 15 days of issuance of Letter of Acceptance notifying the award of the Contract)

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 Madhya Pradesh Pollution Control Board, having its office at 'Paryavaran Parisar', E-5 Arera Colony, Bhopal (M.P.)-462016 (hereinafter called — Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal 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 \_\_\_\_/\_\_\_\_/2020 issued by Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal, and selected M/s\_\_\_\_\_(hereinafter referred to as the Bidder) for the Agreement by Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal 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 tender document/Agreement, and fulfil its obligations there under.

We, the Guarantor, shall, without demur, pay to Member Secretary, Madhya Pradesh Pollution Control Board Bhopal an amount not exceeding Rs.....(Rupees \_\_\_\_\_only) within 7 (seven) days of receipt of a written demand therefore from Member Secretary, Madhya Pradesh Pollution Control Board Bhopal stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.



# M. P. Pollution Control Board

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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, Madhya Pradesh Pollution Control Board Bhopal 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 Madhya Pradesh Pollution Control Board (MPPCB), Bhopal, Government of Madhya Pradesh 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, Madhya Pradesh Pollution Control Board (MPPCB) Bhopal 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, Madhya Pradesh Pollution Control Board (MPPCB) Bhopal.

In order to give effect to this Guarantee, Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal 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, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal 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, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal or any indulgence by Member Secretary, Madhya Pradesh Pollution Control Board (MPPCB), Bhopal 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 till three years from the date of agreement/letter of acceptance and/or 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.

## **PROCEDURE FOR MIDTERM REVIEW OF THE PROGRESS OF THE WORK**

A progress report must be submitted every monthly by the successful Bidder to the MPPCB on Project objective/outcomes. The periodic report must include the following:





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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 to cover the shortfall
6. Activities planned for the next month
7. Overall progress
8. Anticipated project completion date.

## FORMAT FOR INSPECTION OF INDUSTRIES WITH REGARD TO GENERATION AND MANAGEMENT OF HAZARDOUS WASTES

S. No.	Particulars	Status/Details																																								
1.	Name of Industry	<table border="1" style="width: 100%; height: 40px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																								
2.	Complete Postal Address of the Industry	<table border="1" style="width: 100%; height: 80px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																								
3.	Website																																									
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5.	Longitude and Latitude																																									
6.	Email																																									
7.	Date of Visit	<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="text-align: center;">D</td> <td style="text-align: center;">M</td> <td style="text-align: center;">M</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">Y</td> </tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	D	M	M	Y	Y	Y	Y	Y																																
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8.	Contact Person Name, Designation	<p><b>Name:</b></p> <table border="1" style="width: 100%; height: 20px;"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																								



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9.	Name and Designation of the Officials visiting the Unit	<table border="1"> <thead> <tr> <th>S.No</th> <th>Name of Person</th> <th>Designation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> </tbody> </table>	S.No	Name of Person	Designation	1			2			3			4																	
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10.	Process description in brief for each Product. Also attach Process Flow Diagram indicating raw materials and sources of hazardous waste generation along with mass balance.																															
11.	Year of Commissioning	<table border="1"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	M	M	Y	Y	Y	Y	Y																						
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12.	Production (in MT or KL/day) or each product	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Product</th> <th>MT/day or Month or Annum</th> <th>Operational status</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Product	MT/day or Month or Annum	Operational status	1				2				3				4													
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13.	Status of consent under the Water Act, 1974	<b>Date if Issue</b> <table border="1"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> <b>Validity</b> <table border="1"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	M	M	Y	Y	Y	Y	Y	D	M	M	Y	Y	Y	Y	Y														
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14.	Status of consent under the Air Act, 1981	<b>Date if Issue</b> <table border="1"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> <b>Validity</b> <table border="1"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	M	M	Y	Y	Y	Y	Y	D	M	M	Y	Y	Y	Y	Y														
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15.	<p>Status of Authorization under the Hazardous Waste (Management, Handling &amp; Transboundary Movement) Rules, 2008 (HWM Rules, 2008)/Hazardous &amp; Other Waste(Management, Handling &amp; Transboundary Movement) Rules, 2016 (HOWM Rules 2016) and details of Hazardous Waste (HW) authorized (please also attach copy of authorization)</p>	<p><b>Date of Issue</b></p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> <p><b>Validity</b></p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>S.No.</th><th>Name of HW</th><th>Category</th><th>Quantity</th><th>Mode of Treatment &amp; Disposal/Recycling/Reuse etc.</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	D	M	M	Y	Y	Y	Y	Y	D	M	M	Y	Y	Y	Y	Y	S.No.	Name of HW	Category	Quantity	Mode of Treatment & Disposal/Recycling/Reuse etc.	1					2					3					4																																																	
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16.	<p>Name and Categories of HW generated and their respective quantity (Please specify all types of HW generated from the unit along with category as per Schedule I or II of the HOWM Rules 2016)</p>	<p>The detail of various categories of hazardous wastes generation, as verified by the inspecting team during the inspection are as below in Table 1:</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th rowspan="3">S. No.</th><th rowspan="3">Various Production Plant/Process at the facility</th><th rowspan="3">Name of HW (with category) generated in Tonne and their quantity per tonne</th><th rowspan="3">HW generation (in Tonne) per tonne of the consented product</th><th rowspan="3">HW generation as per the consented capacity of the Product (Tonne per day or month or annum)</th><th colspan="4">Actual Quantity of products produced or inputs used</th><th colspan="2">Actual Quantity of HW generated</th> </tr> <tr> <th colspan="2">During current financial year (as on date of inspection)</th><th colspan="2">During previous financial year</th><th>During current financial year (as on date of inspection)</th><th>During previous financial year</th> </tr> <tr> <th>Product</th><th>Input</th><th>Product</th><th>Input</th><td></td><td></td> </tr> <tr> <th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6</th><th>7</th><th>8</th><th>9</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td>ETP (KLD)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td>Utilities</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td>Other</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>Please give name and quantity of each of the inputs for each rows of the above table. In case of recycling/utilization/pre-processing units, the inputs would also include HW being procured and used in deriving products. Note: Column (3) and (4) are to be derived as per mass balance and verified during the inspection. Column (6) and (7) are to be derived from Column (3) or (4), as applicable.</p>	S. No.	Various Production Plant/Process at the facility	Name of HW (with category) generated in Tonne and their quantity per tonne	HW generation (in Tonne) per tonne of the consented product	HW generation as per the consented capacity of the Product (Tonne per day or month or annum)	Actual Quantity of products produced or inputs used				Actual Quantity of HW generated		During current financial year (as on date of inspection)		During previous financial year		During current financial year (as on date of inspection)	During previous financial year	Product	Input	Product	Input			1	2	3	4	5	6	7	8	9	1									2									3									4	ETP (KLD)								5	Utilities								6	Other							
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17.	<p>Captive Recycling/Utilization/Incineration/Secured Land</p>	<p>If yes, please specify details of such facilities including compliance details as per the Rules and CPCB guidelines (please refer checklist):</p>																																																																																						



# M. P. Pollution Control Board

E – 5, Paryavaran Parisar, Arera Colony, Bhopal

Phone: (0755) 2466191, Fax: (0755) 2463742, Email:pur\_mppcb15@rediffmail.com Web:[www.mppcb.nic.in](http://www.mppcb.nic.in)

<p>18.</p>	<p>filling facility details Details of HW storage, Quantity of HW Stored and period of storage</p>	<p>1. Storage facility details and capacity: (i) Lined/Unlined; (ii) Open/Covered and safe from rain water intrusion: (iii) Capacity: Size LXWXH and quantity in Tonne it can store (iv) In case of incinerable hazardous waste storage, comment on compliance of CPCB guidelines (refer checklist): 2. Details of HW Stored: <b>Table 2: details of HW Stored</b></p> <table border="1" data-bbox="522 558 1453 1108"> <thead> <tr> <th>S.No.</th> <th>Name &amp; Category of HW (as per column (3) of Table 1)</th> <th>Actual HW generated in Tonne (sum of column (*) and (9) of Table 1</th> <th>Previous Stock (in Tonne) stored in Storage shed (at the beginning of previous financial year)</th> <th>Actual Quantity (in Tonne) found stored on the day of inspection</th> <th>Balance (in Tonne) (Column 13 &amp; Column 14)</th> <th>Latest date of Transfer of HW to authorized Recycler/Co-Processor /TSDF/etc</th> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </thead></table>	S.No.	Name & Category of HW (as per column (3) of Table 1)	Actual HW generated in Tonne (sum of column (*) and (9) of Table 1	Previous Stock (in Tonne) stored in Storage shed (at the beginning of previous financial year)	Actual Quantity (in Tonne) found stored on the day of inspection	Balance (in Tonne) (Column 13 & Column 14)	Latest date of Transfer of HW to authorized Recycler/Co-Processor /TSDF/etc	10	11	12	13	14	15	16	1							2							3													
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<p>19.</p>	<p>Categories and quantity of HW sent to authorized actual user/Common TSDF</p>	<p>1. Details of authorized actual user*/Common TSDF, as applicable, whom HW are sent: <b>Table 3A: Details of authorized actual user and TSDF</b></p> <table border="1" data-bbox="542 1255 1442 1780"> <thead> <tr> <th>S.No.</th> <th>Name and Address of the authorized common TSDF/Actual User*</th> <th>Name of SPCB/PCC who granted authorization to the authorized TSDF/Actual Users* and authorization no. with its validity</th> <th>Activities for which Authorization granted to the authorized TSDF/Actual User* (Specify among Transportation/Recycling/Utilization/Pre-processing/Co-processing/Incineration/Secured Landfilling</th> <th>Name and categories of HW for which authorization granted to the authorized TSDF/Actual User*</th> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> </thead></table> <p>*Actual User includes occupier who procures and processes HW for reuse, recycling, recovery, pre-processing, utilization including co-processing Details of HW sent to the authorized actual user and TSDF. As applicable,</p>	S.No.	Name and Address of the authorized common TSDF/Actual User*	Name of SPCB/PCC who granted authorization to the authorized TSDF/Actual Users* and authorization no. with its validity	Activities for which Authorization granted to the authorized TSDF/Actual User* (Specify among Transportation/Recycling/Utilization/Pre-processing/Co-processing/Incineration/Secured Landfilling	Name and categories of HW for which authorization granted to the authorized TSDF/Actual User*	17	18	19	20	21	1					2					3																					
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		since previous financial year (as per daily/annual record and manifest document Form 10: Please fill applicable data in Table 3B as attached with this format separately.																
20.	Compliance w.r.t labeling, manifest system records, annual returns, etc.	<p>Please make observations on the below:</p> <ol style="list-style-type: none"> <li>1. Adequate packaging of HW</li> <li>2. Labeling of HW containers in Form 18</li> <li>3. Compliance of all Manifest Documents and sending/receiving of the same to the concerned when HW are being sent (refer Rule 19 of the HOWM Rules, 2016)</li> <li>4. Transportation of HW only by authorized sender or receiver</li> <li>5. NOC from the concerned SPCB/PCC if HW are sent or disposal to other State/UT</li> <li>6. Intimation to both the SPCBs/PCCs before handing over the waste to the transporter in case HW is sent for recycling or utilization including co-processing</li> <li>7. Prior intimation to SPCBs/PCCs of the States/UTs of transit incase of interstate transportation</li> <li>8. Transportation of HW and compliance with Rules under Motor Vehicles Act, 1988</li> <li>9. Daily record maintenance in form 3</li> <li>10. Timely submission of annual returns in Form 4 to the SPCB/PCC</li> </ol>																
21.	Safety facilities provided at storage facility	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Safety Facility</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>7</td><td></td></tr> </tbody> </table>	S. No.	Safety Facility	1		2		3		4		5		6		7	
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3																		
4																		
5																		
6																		
7																		
22.	Environmental Monitoring	Please comment on results of ground water sampling; soil sampling; stack emission monitoring conducted by SPCB/PCC or EPA notified lab in presence of SPCB/PCC officials																
23.	Details of HW contaminated sites, if any, within and outside the industry premise																	
24.	Remarks	Please write down non-compliances, significant observations and recommendations.																

Place:  
Date:

Signature  
(Name and Designation of Inspecting Officer)