TAMILNADU POLLUTION CONTROL BOARD



Tamil Nadu Pollution Control Board

REQUEST FOR PROPOSAL (RFP)

FOR

CONSULTANCY FOR SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS

QCBS

(Quality-cum-Cost Based Selection)

RFP Ref No. TNPCB/30795/2023 dated 09.01.2024

Date of Release of RFP	10.01.2024
Pre-bid Meeting	12.01.2024
Last Date for Proposal Submission	31.01.2024 upto 3.00 PM
Date of Opening of Technical Proposal	31.01.2024 at 5.00 PM
Date of Opening of Financial proposal	06.02.2024 at 5.00 PM
Date of Negotiation Meeting	08.02.2024
Tender Application Fee	-
QCBS	80:20

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IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 read with Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998. The Tamil Nadu Transparency in Tenders Act, 1998. The Tamil Nadu Transparency in Tender Act, 1998, read with Tamil Nadu Transparency in Tender Rules 2000 shall prevail.

DISCLAIMER

- The information contained in this Request for Proposal document ("RFP") or subsequently provided to prospective Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation of their Proposals (the "Application") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case an Applicant places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority and/or its consultants, in this RFP or under any project report etc. then the same shall not in any manner bind/make liable the Authority and/or its consultants, employees or representatives, to indemnify the Applicant any loss/damage/costs whatsoever arising out of or in in respect of connection with such reliance placed by the Applicant on the aforesaid assumptions, assessments, statements, data and information.

- 3. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 4. The Authority, its employees, consultants and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.
- 6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 7. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 8. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicant shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
- 9. The Applicant shall bear all its costs associated with or relating to the

preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

- 10. The Applicants are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Proposal. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Applicant towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Applicant to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Proposal of the Applicant and forfeiture of its Proposal Security.
- 11. Laws of the Republic of India are applicable to this RFP.

TERMS OF REFERENCE

1. INTRODUCTION

About Tamil Nadu

Tamil Nadu - the state situated in the southern tip of India is bordered by adjacent 3 states & 1 Union Territory of India. Tamil Nadu is the eleventh largest and the seventh most populous State (6%) in the Country. Tamil Nadu covers an area of 130,058 km2 and is the tenth largest state in India. Tamil Nadu is divided naturally between the flat country along the eastern coast and the hilly regions in the north and west. As per the Statistical report (2013 -2014), the Gross Cropped Area of the State is 58.97 L.Ha and the net area sown is 47.14 L.Ha (36%) when compared to the total geographical area of the State. The State has 3% of water resources of the country with which a gross area of 33.11 L.ha is irrigated. The broadest part of the eastern plains is the fertile Cauvery River delta. Tamil Nadu's major rivers—the Cauvery, the Pennaiyar, the Palar, the Vaigai, and the Tamiraparani—flow eastward from the inland hills.

About TNPCB

The Tamil Nadu Prevention and Control of Water Pollution Board was constituted by the Government of Tamil Nadu in the year 1982 in pursuance of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974). The Board was later renamed as Tamil Nadu Pollution Control Board (TNPCB) in the year 1983. It enforces the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986.

The TNPCB functions with the Head Office in Chennai, 8 Zonal offices and 38 District offices. The Board office is headed by the Chairman, Zonal offices are headed by the Joint Chief Environmental Engineers, 38 District offices are headed by District Environmental Engineers, and the 3 AEE offices are headed by Assistant Environmental Engineers. Five flying squads are also functioning at Chennai, Erode, Salem, Tirupur and Vellore which are headed by the Environmental Engineers. To assist in the Analytical and Scientific side, the Board has established 8 Advanced Environmental Laboratories, 10 District Environmental Laboratories.

Main Functions of TNPCB

- TNPCB is currently implementing the Pollution Control Legislations and Rules and Notifications framed therein. In discharging the duties entrusted to it, the Board investigates, collects, and disseminates data relating to water, air and land pollution, lays down standards for sewage/trade effluent and emissions.
- TNPCB issues consent to new industries in two stages. Consent to establish is
 issued depending upon the suitability of the site before the industry takes up
 the construction activities and consent to operate is issued after installation of
 pollution control measures by the unit to satisfy the standards.
- TNPCB issues show cause notices, takes legal actions, and issues directions for closure, stoppage of power supply, water supply etc., against erring industries / agencies for non-compliance of pollution control legislations, conditions and standards.
- TNPCB has delegated the power to the field officers for close monitoring. The Joint Chief Environmental Engineer/ District Environmental Engineers are empowered to issue/renew consent to orange and green category industries and for red small category industries. They are also empowered to issue show cause notices to all the industries.
- TNPCB plays a catalytic role in the implementation of Common Effluent Treatment Plants (CETPs) for small scale units like tanneries, textile dyeing units etc., located in clusters.
- TNPCB is taking effective steps for safe disposal of hazardous wastes and has completed the inventory of hazardous waste generating units and also identified sites for disposal of hazardous wastes.
- TNPCB creates environmental awareness in the State through the Environmental Training Institute, Environmental Awareness Cell, Environmental Awareness Programme, etc.

2. ABOUT THE ASSIGNMENT

TNPCB enforces Water (P&CP) Act, 1974, Air (P&CP) Act, 1981, Environment (Protection) Act, 1986 and the rules and notifications issued thereunder. There are more than 53,488 industrial units in the state that come under the purview of TNPCB. Government of India as notified rules on management of various wastes (E-waste, plastic waste, municipal solid waste, hazardous waste, bio-medical waste,

construction and demolition waste and battery waste, tyre waste, end of vehicles) etc., wherein lot of responsibilities are fixed to SPCBs, for effective implementation of these rules. Thus, the mandate of TNPCB is to protect environment by prevention and control of pollution.

Further, SIPCOT has created Industrial Complexes and Parks, strategically located in 21 places and 12 Districts of Tamil Nadu. Likewise, SIDCO has been performing the functions of maintenance of 41 Government Industrial Estates and 87 Industrial Estates established on its own, thus maintaining totally 127 Industrial Estates all over in Tamil Nadu.

In the accelerating the pace of industrial growth in already developed and densely populated areas, TNPCB in need of being more watchful in terms of pollution and its control. Hon'ble NGT also instructed TNPCB to conduct studies in the thrust areas such as environmental pollution, phytoremediation of sewage/effluents, restoration of affected soils etc.

Further, Hon'ble Minister for Environment and Climate Change made an announcement in the floor of assembly 2023-24 on 13.04.2023 that the soil quality mapping of Tamil Nadu will be carried out. In the view of the above, and to honour the above said announcement, the TNPCB proposes to conduct **SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS,** by engaging the expertise and services of appropriate state/central institution(s).

3. SCOPE OF WORK AND DELIVERABLES

SCOPE OF WORK

- Mapping the locations/sites of industrial areas such as SIPCOT, SIDCO, critically polluted areas as notified by CPCB, Contaminated sites if any in Tamil Nadu using satellite data.
- Characterization of soil(s) and water quality in the identified areas
- Soil quality mapping adjacent to the industrial areas of Tamil Nadu using geospatial tools
- Analyzing the impact of industrial effluents/wastes on food system and environment
- Remediation/reclamation suggestions along with detailed methodology of affected areas for sustaining soil and environmental health.

DELIVERABLES

- Development of methodology for soil quality mapping using geospatial technology in industrial locations
- Baseline data on the soil quality affected due to industry effluent/wastes in Tamil
 Nadu
- Spatial maps depicting soil quality in the vicinity of the industrial sites
- A geo-referenced database of soil quality along with their physical/chemical characteristics
- A report on the impact of industrial effluents/wastes on food system and environment
- Remediation technologies has to be developed for sustainable soil health
- Detailed report on Soil Quality Assessment in the industrial locations.

Deliverables and Payment Milestones

S.No	Deliverable(s)	Timeline	Payment Milestone
1	Baseline survey and delineation of areas critically polluted due to industrial effluents/wastes	1-6 months	40%
2	Collection, analysis and characterization of soil and water samples in the areas critically polluted due to industrial effluents/wastes	7-12 months	20%
3	Physical, biochemical and biological analysis of the crop residues and animal gut samples	13-18 months	20%
4	Remediation technologies for sustainable soil health and reporting	18-24 months	10%
5.	After Final Reporting and Project closure		10%

4. DURATION

The total duration of the assignment will be 3 years

5. TEAM COMPOSITION

S. No	Proposed Position	Desired Qualification	Years of experience	No. of Resour ces
1.	Project Co- Ordinator	 Should have relevant professional qualification in Agriculture / Soil Science / Environmental Science with Ph.D. Minimum of 10 years of relevant experience in similar areas (as per the scope of this RFP) 	10+ years	1

S. No	Proposed Position	Desired Qualification	Years of experience	No. of Resour ces
		 Should be on the permanent roles of the Bidder at the time of submission of the Bid 		
2.	Principal Investigat or	 Should have relevant professional qualification in Agriculture / Soil Science / Environmental Science / Microbiology with Ph.D. Minimum of 8 years of relevant experience in similar areas (as per the scope of this RFP) Should be on the permanent roles of the Bidder at the time of submission of the Bid 	8+ years	2
3.	Co- Principal Investigat or	 Should have relevant professional qualification in Agriculture / Soil Science / Environmental Science / Microbiology with Ph.D. Minimum of 5 years of relevant experience in similar areas (as per the scope of this RFP) Should be on the permanent roles of the Bidder at the time of submission of the Bid 	5+ years	3

6. QUALIFICATION CRITERIA

Tenderer must carefully read the conditions of eligibility (the "**Eligibility Criteria**") provided herein. Proposals of only those Tenderers who satisfy the eligibility criteria will be considered for technical evaluation.

Eligibility Criteria:

SI. No	Eligibility Criteria	Supporting documents to be submitted
	The Bidder should have been in existence in India at	Certificate of
	least from April 01, 2017 or earlier either by the date	Incorporation /
1	of incorporation in India or by virtue of functioning as	Constitutional Documents
	a Branch office of a parent company with operations &	/ Proof of implementing of
	projects in India.	projects in India
2	The Bidder should have successfully completed at	Relevant details of the

	 least 3 projects, (each of value more than 70Lakhs) or more in the last 7 years (from the date of publication of RFP) in India covering one or more of the following areas: Soil pedological characterization and mapping using remote sensing techniques at large scale Land degradation / Wasteland Mapping / crop monitoring / Flood monitoring / Cyclone damage assessment / drought monitoring through remote sensing techniques Soil and water quality analysis in polluted / industrial area Digital soil mapping using machine learning tools Hazard, climate risk and disaster mapping and management Experience in Remediation / reclamation of soils in areas affected by industrial pollution for sustaining soil and environment health. 	engagement(s) undertaken in the last seven years along with supporting documents including: Engagement Letter / Work Order Self-Certification on successful completion of the assignments
The Bidder or any successor has not been penalized or found guilty in any court of law and the (firm/ company) orany successor has not been blacklisted / debarred by any Central Government Ministry / State Government / any other regulatory authority under: • Prevention of the Corruption Act, 1988 in last three years from bid submission date • The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date		Self-Certification by the Authorized Signatory on Bidder's letter head.

- The Tenderer should submit copy of valid PAN Card along with the tender document.
- The Tenderer should have valid GST Registration. Copy of GST certificate to be submitted along with the tender document.

7. EVALUATION CRITERIA OF PROPOSAL

The bidder fulfilling the eligibility criteria would be assessed on the Technical and Financial Bids based on Quality Cost based system (QCBS) method on 80:20 basis and engaged

7.1. EVALUATION OF TECHNICAL PROPOSAL

It is a two-stage evaluation procedure. The Technical Proposal will be evaluated on the basis of Tenderer's experience, understanding of Terms of Reference (TOR), proposed methodology& Work Plan and the experience of Tenderer's team. The Tenderers will be invited to make presentation on the above. Only those Tenderers whose Technical Proposals score **80 points or more out of 100** shall be considered for evaluation of the Financial Proposal.

#	Parameters	Max marks	Scoring Criteria
1	 Company / Institution Capacity and Strength: Year of establishment Scientist availability Sub centers and location in Tamil Nadu Manpower distribution in the sub center 	10 marks	Relevant documents need to be submitted.
2	 Experience of the Consulting Agency in Soil Quality Mapping Using Remote Sensing, GIS, Field Surveys and Chemical Analysis Consulting Agency should have directly provided consulting services to Indian Public Sector Organizations / Ministries / Government Departments / Government Undertakings in the above-mentioned area. Marking criteria: 5 marks per project; each project to be graded based on the description provided by the Consulting Agency and based on its relevance to the scope outlined in this RFP Start date must be inside last 10 years from the issue date of this RFP. Only completed relevant projects or ongoing relevant projects for which the work of Rs. 50 lakhs or more has completed as on the last date of the submission of the bid will be considered. Work Order and other supporting 	15 marks	5 marks each project

	documents (masked copy is also		
	accepted) along description of the engagements certified by authorized signatory of the bidder needs to be submitted		
4	 Adequacy and quality of the proposal in response to the scope of work outlined in this RFP Evaluation will be based on the quality of the technical submission and the presentation to technical committee. The bidder must demonstrate the following: Understanding of needs & requirements of the assignment Approach with clear activities, timelines etc. that will be undertaken to achieve the project objectives Clarity of deliverables and workplan Soil and water lab facility Geospatial lab Outstanding wide variety of satellite data viz., optical, Microwave, thermal and Lidar data Research contribution in the field of industrial pollution characterization, monitoring and management/remediation. 	55 Marks	 Understanding of needs & requirements of the assignment–10 Marks Approach with clear activities, timelines etc. that will be undertaken to achieve the project objectives–15 Marks Experience in satellite technology in relevant to the project –5 Marks Facility for Soil and Water Quality Analysis and geospatial laboratory – 10 Marks Clarity of deliverables and work-plan–5 marks Technical presentation – 10 marks
5	Projectteamandexperts'qualifications and competence for the assignmentEvaluation will be based on the CVs of the key personnel submitted as part of the Technical Response – relevant experience and academic qualifications will be considered. In addition, interaction with the key personnel – Project Co- Ordinator will be done.ProjectCo-Ordinator or Principal Investigators•Should have professional	20 Marks	Project Co-Ordinator 1 No.: 10 Marks Principle Investigator: 5 marks Co-principle investigator: 5 Marks

	relevant project experience in similar areas (as per scope of this RFP) in India or globally Total	100 Marks	Minimum 80 marks required to qualify for further evaluation
•	science / Microbiology with Ph.D. Minimum of 10 years of relevant experience in similar areas (as per the scope of this RFP) Should be on the permanent roles of the Bidder at the time of submission of the Bid <u>Additional 2 marks</u> will be awarded in case of minimum 8 years of		
	qualification in Agriculture / Remote Sensing / Geoinformatics/ Soil Science / Environmental		

Note: The copy of Work order/Engagement letter for the assignment to be submitted along with the detailed credentials as per the Annexure IV

7.2. EVALUATION OF FINANCIAL PROPOSAL

In the second stage, the financial evaluation will be carried out. According to this Clause, each Financial Proposal will be assigned a financial score (FS) as specified

- 1. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 2. TNPCB will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FP) will be given a Financial Score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

FS = 100 x FP/F (*F* = amount of Financial Proposal)

3. Provided that the bid is substantially responsive, TNPCB shall correct arithmetical errors on the following basis

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b) Only for admeasurements contracts, if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless, only for admeasurements contracts, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 7.3 Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (TS) and financial (FS) scores as follows:

Score = TS x w1 + FS x w2

Where, w1 and w2 are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** respectively.

- 7.4 The Selected Tenderer (R1) shall be the Tenderer having the highest combined score. The second highest Tenderer (R2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Tenderer withdraws or fails to comply with the requirements stated in this document.
- 7.5 In the event of more than one Tenderer scoring the highest marks; TNPCB shall consider the Highest Technical Score for ranking the Tenderers
- 7.6 If two or more Tenderers score similar marks for FS and TS, then the selected tenderer shall be identified by draw of lots, which shall be conducted, with prior notice, in the presence of the tied tenderers or their representatives who choose to be present.

8. LANGUAGE OF THE PROPOSAL

The Proposal prepared by the Tenderer as well as all correspondences and documents relating to the Proposal shall be in English and Tamil languages only. If

the supporting documents are in a language other than English and Tamil, the notarized translated English/Tamil version of the documents should also be closed. Proposal received without such translation copy will be summarily rejected.

9. AVAILABILITY OF RFP DOCUMENTS

RFP document can be downloaded from www.tenders.tn.gov.in or <u>www.tnpcb.gov.in</u> at free of cost. For the downloaded tender document, the Tenderer should give a declaration for not having tampered the Tender document downloaded (as per Annexure IX).

10. PRE-BID MEETING

Pre-bid meeting will be held at 12.01.2023 in the Office of Tamil Nadu Pollution Control Board, 76, Anna Salai, Guindy, Chennai, Tamil Nadu 600032 during which the prospective Tenderers can get clarifications about the tender. The Tenderers shall send their queries in writing to <u>planning@tnpcb.gov.in</u> at least one day prior to the pre-bid meeting date. The Tenderers are advised to check www.tenders.tn.gov.in or www.tnpcb.gov.in for up-to-date information like change in date/ venue etc., of prebid meeting. Non-attending of pre-bid meeting is not a disqualification.

11. CLARIFICATION ON THE RFP DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to "The Chairperson, Tamil Nadu Pollution Control Board, 76, Anna Salai, Guindy, Chennai, Tamil Nadu 600032" or through e-mail to <u>planning@tnpcb.gov.in</u>. The Chairperson will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue clarifying bulletin which will be uploaded on <u>www.tenders.tn.gov.in</u> or <u>https://tnpcb.gov.in</u> The Chairperson will neither make nor be responsible for any oral communication. Request for clarification should be brought to the notice of the Chairperson within 10 days after issuing RFP in TN e-tender website.

12. AMENDMENT OF THE RFP DOCUMENT

Tamil Nadu Pollution Control Board whether on its own initiative or as a result of

a query, suggestion or comment of a Tenderer, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated through mail to all the Tenderers who had purchased the tender documents and also will be uploaded on <u>www.tenders.tn.gov.in</u> or <u>www.tnpcb.gov.in</u> and the same will be binding on all Tenderers, as the case may be. Any addendum or amendment will form part and parcel of the tender document.

13. AUTHORIZATION OF THE TENDERER

The Proposal should be signed, and official seal fixed on each page by the Tenderer or by the person who is duly authorized for the same by the Tenderer. A Power of Attorney indicating the Authorized Signatory would be required in case the signing authority is not Director/ Partner on the Board of Directors/ Firm of the Tenderer.

14. SUBMISSION OF THE PROPOSAL IN TWO COVER SYSTEM

a) Every page of the terms and conditions of the RFP document including amendment/ addendum should be signed and official seal fixed in token of having accepted the RFP conditions, failing which the proposal will be rejected summarily.

b) Proposals should be submitted in two parts:

Part I

Technical Proposal (to contain document in support of Eligibility and Technical Evaluation) with all relevant forms as given in the Annexure-I to be uploaded in PDF Format in the etenders website.

Part II

Financial Proposal (to contain the financial quote in lumpsum including all eligible taxes) as BOQ in e-tender website

c) Tenders should ensure submission of all documents along with Part - I as per the Check list given in Annexure – XIII through e-tender website only.

d) Tenderers are requested to submit Part I in PDF Format and Part II BOQ format

provided in the etenders website

e) A proposal once submitted shall not be permitted to be altered or amended provided that where more than one tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

15. EARNEST MONEY DEPOSIT

- a. The Proposal should be accompanied by an Earnest Money Deposit (EMD) to the value of INR 3,00,000/- through etender website only. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful Tenderers.
- b. The Earnest Money Deposit will be retained in the case of successful Tenderer, and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- c. Any request of the Tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their price offer will not be opened.
- d. The amount remitted towards EMD is liable to be forfeited in case the Tenderer fails to execute the contract after submission of the proposal or after acceptance of the offer by Tamil Nādu Pollution Control Board or fail to sign the Agreement or to remit the Security Deposit.

16. VALIDITY OF THE PROPOSAL

Time taken for evaluation and extension of tender validity

- a. The evaluation of tenders and award of contract shall be completed, as far as may be practicable, within the period for which the tenders are held valid.
- b. The Tender Accepting Authority (may) seek extension of the validity of tenders for the completion of evaluation. "(provided that sum total of all extensions shall ordinarily not exceed 180 (one hundred and eighty) days.
- c. In case the evaluation of tenders and award of contract is not completed within extended validity period, all the tenders shall be deemed to have become invalid and fresh tenders may be called for.

17. OPENING AND EVALUATION OF THE PROPOSAL

- a. The proposals received up to 31.01.2024 as per the office clock on 3.000 PM will be taken up for opening. Proposals received after specified date and time will not be accepted. Only the Technical Proposal (Part I) will be opened by the Member Secretary or by the Person/Committee authorized by him at 5.00 PM on the same day in the e-tender website. The Technical Proposal shall be verified as to contain all the necessary forms along with the EMD. If any of the forms are found to be not confirming with the Checklist in the Annexure XIII, those bids shall not be considered for evaluation.
- b. The Member Secretary/Tender inviting Authority or Person/Committee authorized by him will inform the attested and unattested corrections before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents do not present then, in such cases the Person/Committee will open the Tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question/objection whatsoever.
- c. If the date fixed for receipt of the proposal happens to be a government holiday, the sealed tenders will be received up to 3.00 PM on the next working day and opened at 5.00 PM on the same day.
- d. The Technical proposal will be evaluated by a Tender Scrutiny Committee of TNPCB in terms of the qualification criteria. The Committee shall comprise of the members as appointed by the Chairman of Tamil Nadu Pollution Control Board. The Committee reserves the right to disqualify any of the Tender in case the Committee is not satisfied with the documents furnished, including the past performances.
- e. TNPCB will verify the credentials/ supporting documents, etc., submitted by the tenderers with the concerned departments/ agencies/ clients before opening of Part II cover and in case any discrepancy is found, their Tender will be rejected, and their Part- II Cover will not be opened.
- f. Any adverse/not satisfactory remarks on the performance of previous works will entail disqualification of the tender.

- g. The Tenderers declared as qualified by the Committee, will be informed the date and time of their technical presentation.
- h. Post completion of the presentations of all the qualified bidders, the date of opening of Part II (Price bid) shall be intimated.

18. PRICE OFFER

- a. The price bid should be prepared as per BOQ format provided in the tender notice.
- b. GST should be quoted separately as per the price bid format.
- c. The price should be neatly and legibly written both in figures and words.
- d. In case of discrepancy between the fee quoted in words and figures, lowest of the two shall be considered.
- Part-II bid should not contain any counteroffer or commercial conditions.
 Variation in the commercial terms and conditions of the tender will not be accepted.
- f. The contract is for a period of 3 years from the date of signing of the agreement.

19. AWARD OF CONTRACT

The Selected Tenderer may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

- a. The Contract will be awarded after successful negotiations, with the selected Tenderer. If negotiations fail, TNPCB will invite the Tenderer whose score is next higher to R1 and ranked as R2 for Contract negotiations. If negotiation with R2 fails the above process will continue with R3, R4 and so on till all the technically qualified firms are covered. Upon successful completion, TNPCB will promptly inform the unsuccessful Tenderers that their proposals have not been selected.
- b. Upon finalization of Selected Tenderer, TNPCB will issue the Letter of Award.

The successful tenderer shall communicate his acceptance of the Letter of Award within 2 working days from the date of issue of Letter of Award.

20. SECURITY DEPOSIT

- a. On receipt of the Letter of Award from TNPCB, the successful Tenderer should remit a Security Deposit (SD) of 5% of the contract value in the form of a Demand Draft on any Indian Nationalized/Scheduled Commercial Bank in favor of "Tamil Nādu Pollution Control Board", payable at Chennai or Banker cheque payable at Chennai or in the form of unconditional irrevocable bank guarantee valid for a period of 40 months from the date of receipt of LoA from TNPCB. The SD shall be paid within 15 days from date of issue of LoA. The Validity of the Security Deposit shall be till a period of 120 days beyond the completion of the services by the Tenderer.
- b. The EMD shall be returned to the successful Tenderer when the Tenderer furnishes the Security deposit and signs the Agreement.
- c. If the Security Deposit amount is not paid within the time specified, the EMD remitted by the Tenderer shall be forfeited, besides cancelling the communication of award of the Tender.
- d. EMD or Security Deposit amount remitted will not earn any interest.

21. SERVICE LEVEL AGREEMENT

The successful Tenderer should execute a Service Level Agreement (SLA) as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancellation of the Tender.

22. FORCE MAJEURE

The successful Tenderer shall not be liable for penalty or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the tenderer and not involving the successful Tenderer's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of TNPCB in its capacity as a buyer, wars or revolutions, terrorist attacks, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Tenderer shall promptly notify TNPCB in writing of such condition and the cause thereof. Unless otherwise directed by TNPCB in writing, the tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. PENALTY

The successful Tenderer should submit the Final Report within 30 days from the date of completion of project as mentioned. If any extension is requested in any extraordinary circumstances, it can be considered for a maximum of 30 days after taking due permission of TNPCB. Even then if the successful Tenderer fails in the due performance of his contract further extension will be given for 15 days each time with a penalty of 1% of the Agreement cost for each delay 15 days' time subject to the maximum of 10% of the Agreement cost.

24. TERMINATION OF CONTRACT

TNPCB reserves right to terminate the contract at any time during the validity period on account of non-fulfillment of contract on any count. This will be in addition to right of TNPCB to allot the contract to another tenderer at the risk and cost of the successful Tenderer.

25. GENERAL CONDITIONS

- a. Conditional proposal in any form will not be accepted.
- b. TNPCB reserves the right to relax or waive or amend any of the RFP conditions.
- c. The right of final acceptance of the proposal is entirely vested with TNPCB and reserves the right to accept or reject any or all the Tenders in part or in totality

or to negotiate or to withdraw/cancel/modify this proposal without assigning any reason whatsoever.

- d. After acceptance of the proposal by TNPCB, the Tenderer will have no right to withdraw his proposal.
- e. The successful Tenderer shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein nor shall take a new partner without written consent of TNPCB provided nevertheless any such consent shall not relieve the Tenderer from any obligation, duty or responsibility under the contract.
- f. Any notice regarding any problems to the Tenderer shall deemed to be sufficiently served, if given in writing at his usual or last known place of business.
- g. In the course of discussion and instruction, TNPCB may disclose information of confidential and proprietary nature, know how, to the Tenderer. Such information shall be considered as confidential.
- h. The terms and conditions in this RFP form part and parcel of the agreement.

26. ARBITRATION

- a. In case of any dispute in the proposal, including interpretation if any on the clauses of the bid or the agreement to be executed, the matter shall be referred by TNPCB/ Successful Tenderer to an arbitrator who shall be selected by the Tenderer from the panel of arbitrators approved by TNPCB within 15 days from the date of receipt of the letter from the TNPCB along with the panel of arbitrators. If there is no reply from the Tenderer within 15 days, TNPCB shall choose any of the arbitrators from the panel of arbitrators referred to above. The remuneration for the arbitrator and other expenses shall be shared equally by TNPCB and the Tenderer.
- b. The venue of the Arbitration shall be at the Registered office of Tamil Nadu Pollution Control Board, Chennai. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- c. The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in

the Court at Chennai city only.

27. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of Service Level Agreement (SLA) signed by the Successful Tenderer or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

ANNEXURES

Annexure I - Technical Proposal Covering Letter

Date:

From,

Name	:	
Address	:	
Phone		
Fax	:	
E-mail		

To,	
The	Chairman,

Tamilnadu Pollution Control Board,

:

:

Sir,

Sub: Request for proposal on "SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS" -Submission of Technical Proposal – Reg.

Ref: TNPCB /P&D/F.30795/2023 dated .01.2024

With reference to your tender notice, we submit here with our sealed tender for the "RFP FOR SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS"

We enclose the following documents:

- 1. RFP Document duly signed in each page with office seal and enclosed with Technical Proposal in token of accepting the Tender conditions.
- 2. Authorization letter/Power of Attorney from the Tender for the person to sign the proposal (if required).
- 3. Details of the Tender (as per Annexure-II)
- 4. The copy of certificate of incorporation/registration and copy of Memorandum

and Articles of Association.

- 5. Copy of Registration Certificate (Form-C), in case of Partnership Firm.
- 6. Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department in case of Indian Company.
- 7. Copy of GST Registration certificate.
- The Auditor Certified Turnover statement with Annual Report/certified copies of Balance Sheet, Profit & Loss statement for the last 5 consecutive financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 as per Annexure - III.
- 9. Format for Technical Eligibility as per Annexure –IV
- 10. Relevant experience of the Company/Firm as per Annexure-IV
- 11. Approach to work plan and methodology as per Annexure -V
- 12.CVs of the personnel to be deployed as per Annexure-VI
- 13. Team composition and tasks assigned as per Annexure VII
- 14. Declaration for not having blacklisted either by Tamil Nadu Pollution Control Board or by any other Govt. agencies as on date (as per Annexure- VIII).
- 15. Declaration for not having tampered the RFP documents downloaded from the website www.tenders.tn.gov.in or www.tnpcb. gov.in (Annexure-IX).
- 16. Notarized translated English version of the documents in a language other than English/Tamil, if any.
- 17. All the above documents duly signed and scanned and shall be uploaded as single file in PDF format in the technical proposal submission part of the etender, No other mode of submission of documents is allowed

Yours faithfully,

SIGNATURE OF THE TENDERER Encl: As stated above

SI. No	Particulars	Description/Details
Α	Name of Tender	· · · · · · · · · · · · · · · · · · ·
В	Contact Details	
1	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
С	Incorporation Details	
	Incorporation Number	
1	Date of Incorporation	
1	Authority	
D	Name of Authorized Signatory	
1	Position	
1	Telephone	
1	Fax	
1	Mobile	
1	Email	
E	Address of office in Tamil	
	Nadu	
	(if any)	

Annexure II – Details of the Tender

Annexure III–Annual Turnover Certificate

ANNUAL TURNOVER CERTIFICATE

The Annual turnover of M/s.....for the past three years are given below and certified that the statement is true and correct.

SI. No.	Year	Turnover (Rs. in
		lakhs)
1)	2018-2019	
2)	2019-2020	
3)	2020-2021	
4)	2021-2022	
5)	2022-2023	
	Total	
Ave	rage annual turnover	

.

Note: Annual Turnover in each of the five consecutive financial years will be considered i.e. F.Y. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.

DATE:

SIGNATURE OF THE TENDERER

SIGNATURE OF CHARTERED ACCOUNTANT

(With seal and Address)

	Project Details	Assignment Duration	Project Cost	Remarks, if any
1.	Details of the assignment	(Start : mm/yy		
		End:mm/yy)		
2.				
3.		-		
4.		· · · · · ·		· · · · ·
5.				
6.				
7.				
8.				
9.		· · · · · ·		· · · ·
10.				

Annexure IV– Format for Firm's Technical Evaluation

Note: The copy of Work order/ Engagement letter to be enclosed for each assignment.

SIGNATURE OF THE TENDERER

DATE

Annexure V–Description of Approach, Methodology & Work plan

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN

(Understanding of Project)

a) Understanding of TOR, Technical Approach and Methodology

b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The Tenderer should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The Tenderer should highlight the problems to be addressed along with their importance and explain the technical approach the Tenderer would adopt to address them. The Tenderer should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: The Tenderer should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the TNPCB) and delivery dates of the reports. The proposed work plan should be in the form of bar chart and consistent with the technical approach and methodology, showing understanding of the scope of work and ability to translate them into a feasible working plan. A list of the final documents, including reports, presentations, data, etc. to be delivered as outputs, should be included here.

Note: Clear articulation, description, and Extent of compliance to technical requirements specified in the scope of work to be submitted along with Strength of the Tenderer to provide services including examples or case studies of similar solutions implemented for other clients.

SIGNATURE OF THE TENDERER

Annexure VI– Curriculum Vitae for Key Personnel Curriculum Vitae for proposed Professional Staff

SI. No			
1.	Proposed Position [only one candidate shall		
	be		
	nominated for each position Expert]		
2.	Name of Staff [Insert full name]		
3.	Date of Birth		
4.	Nationality		
5.	Education [Indicate college/university/ professional and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]		
6.	Total No. of years of experience		
7.	Total No. of years with the firm		
8.	Areas of expertise and no. of years of experience in this area (as required for the Profile-mandatory)		
9.	Certifications and Trainings attended		
10.	Details of Involvement in Projects (only if involved in the same):		
11.	Membership of Professional Associations		
12.	Employment Record [Starting with present position list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]		
	From:	To:	
	Employer:		
	Position(s) Held:		
13.	Work Undertaken That Best Illustrates Capability to Handle the		
	Tasks		
	Assigned		
14.	Name of the Assignment:		
15.	Year:		
16.	Location:		
17.	Main Project Features:		
18.	Positions Held:		
19.	Activities Performed:		

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

Date:

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

Annexure VII–Team composition and Tasks Assigned

TEAM COMPOSITION AND TASK ASSIGNED

Resource Category	Name of Staff with qualification & experience	Area of Expertise	Position Assigned	Tasks Assigned as part of the current assignment
Team Leader				
Project Co- ordinator				
Research Associate				
Senior Research Fellow				
Junior Research Fellow				
Technical Assistant				

SIGNATURE OF THE TENDERER

Annexure VIII–Certificate

CERTIFICATE

Date:

Certified that M/s...../ the firm /company or its partners /shareholders have not been blacklisted by Tamil Nadu Pollution Control Board or by any other Government Agencies in India as on date.

SIGNATURE OF THE TENDERER

(With seal and address)

Annexure IX–Declaration

Declaration Form

Date:

b) I/We have downloaded the tender document from the internet site www.tenders.tn.gov.in / www.tnpcb.tn.gov.in and I / We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected, and I /We am/are liable to be banned from doing business with Tamil Nadu Pollution Control Board or prosecuted.

SIGNATURE OF THE TENDERER

(WITH SEAL AND ADDRESS)

Annexure X–Format for Clarification on Tender Document

		Contact Details of The Organization / Authorized Representative
		Tel:
		Fax:
		Email:
SI.No.	Reference(s) (Section, Page)	
1		
2		
3		

SIGNATURE OF THE TENDERER

(WITH SEAL AND ADDRESS)

Annexure XI– Financial Proposal
FINANCIAL PROPOSAL

From,	
Name :	
Address	:
Phone	:
Fax :	
E-mail	:

То,
The Chairman,
The Tamilnadu Pollution Control Board,
76, Mount Salai, Guindy, Chennai - 600 032

Sir,

Sub: Request for Proposal "RFP FOR **SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS**" -Submission of Financial Proposal – Price Offer - Reg.

Ref: Our Technical Proposal submitted for the above-mentioned tender.

In continuation of our above Technical Proposal, we submit herewith the Financial Proposal for "RFP FOR *SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS*" as specified in this RFP document. We agree to abide by the terms and conditions stipulated by Tamil Nadu Pollution Control Board and also agree to complete the entire contract, at the fees quoted by us. The fee quoted and approved by Tamil Nadu Pollution Control Board in this proposal will hold good as per RFP conditions.

Yours faithfully,

SIGNATURE OF THE TENDERER

Annexure XII – Price Bid (Lumpsum)

Name of Work: RFP FOR SOIL QUALITY MAPPING ACROSS INDUSTRIAL AREAS OF TAMIL NADU USING GEOSPATIAL TOOLS

Financial Proposal	Cost
Cost of Financial Proposal	INR
Manpower/ salaries/ wages	XXXX
Non-recurring	XXX
Recurring	XXX
Total Cost of the Financial Proposal	XXXXX
	-
Local Tax Estimates	-
GST@18%	XXX
Total Estimate of Tax	XXXX
Total Cost of the Proposal	XXXX

Financial Proposal

REMUNERATION

S.No	Resource	Man-Month Cost	Total Cost		
1					
2					
3					
4					
5					
6					
7					
	Total				

REIMBURSABLES

S.No	Type of Reimbursable Expenses	Unit	Unit Cost	Total Cost
1				
2				
	Total			

Amount in Words Rupees.....

.....)

Declaration

We have reviewed all the terms and conditions of the Tender document and would undertake to abide by all the terms and conditions contained therein.

I/We hereby declare that there are, and shall be, no deviations from the stated terms in the Tender Document.

Signature of Tenderer with Company seal.

Note:

1. The rate shall be quoted as per the above format. Taxes should be indicated separately.

2. The rates shall be quoted in figure and words.

3. Conditional tenders will not be accepted, and value once fixed shall be valid for the entire period of the contract.

4. In case of discrepancy in the bid quoted between figures and words, the lowest will prevail.

Annexure XIII –Check list of Documents CHECKLIST OF DOCUMENTS (to be uploaded in e-tender website as single file in PDF format)

S.No	Checklist	Enclosed (Y/N)	Reference Page in Technical Proposal
1.	A covering letter on letterhead of Tenderer addressed to The Chairman, Tamil Nadu Pollution Control Board. (As per Annexure-I)		
2.	RFP document duly signed with office seal in each page and enclosed in token of accepting the RFP conditions.		
3.	Authorization letter/ Power of Attorney from the Tenderer for the person to sign the proposal.		
4.	Details of the Tenderer (as per Annexure-II)		
5.	The copy of certificate of incorporation/registration.		
6.	Copy of Registrar Certificate in case of Partnership Firm.		
7.	Copy of PAN allotment Certificate/PANCARD issued by Income Tax Department in case of Indian Company		
8.	Copy of GST Registration certificate.		
9.	The Auditor certified Turnover statement along with Annual Report/certified copies of Sheet, Profit & Loss statement for the last 5 consecutive financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23		
10.	Form for Technical Eligibility as per Annexure III		
11.	Relevant experience of the Company/Firm as per Annexure III		
12.	Work Orders/Completion Certificates in support of Qualification criteria		
13.	Approach work plan and methodology as per Annexure IV		
14.	CVs of the personnel to be deployed as per Annexure–V		

S.No	Checklist	Enclosed (Y/N)	Reference Page in Technical Proposal
15.	Team composition and tasks assigned as per Annexure – VI		
16.	Declaration for not having blacklisted either by TNPCB or by any other Government agencies as on date (as per Annexure-VII).		
17.	Declaration for not having tampered the Tender documents downloaded from the website <u>www.tenders.tn.gov.in</u> or <u>www.tnpcb.tn.gov.in</u> (as per Annexure - VIII).		
18.	Notarized translated English version of the documents in a language other than English/Tamil, if any.		