



E-mail: paribesh1@ospcbboard.org

Website: ospcbboard.odisha.gov.in

STATE POLLUTION CONTROL BOARD, ODISHA

[DEPARTMENT OF FOREST, ENVIRONMENT & CLIMATE CHANGE, GOVERNMENT OF ODISHA]

Paribesh Bhawan, A/118, Nilakantha Nagar, Unit

No. 16586 /

IND-II-PH-MISC-1/2025-26

Date: 06.09.2025

TENDER CALL NOTICE

State Pollution Control Board, Odisha (here in after OSPCB) a statutory organization, responsible for enforcement of the provisions of (i) The Water (Prevention & Control of Pollution) Act, 1974 (ii) The Air (Prevention & Control of Pollution) Act, 1981 and (iii) Environment (Protection) Act, 1986 and rules framed thereunder seeks to engage a specialized consultancy firm for setting up a Project Management Unit (PMU) for waste management, real-time monitoring systems, media management, public awareness, and stakeholder capacity building.

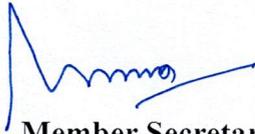
Tenders are invited from interested bidders for "Request for Proposal (RFP) for Selection of Consultancy Firm for Setting-up of Project Management Unit (PMU) for State Pollution Control Board, Odisha". For detailed specifications, eligibility criteria, and terms & conditions, please refer to the RFP document.

Important Dates:

Activity	Date & Time
RFP Document available for Download	From 06/09/2025 onwards
Pre-bid Meeting	16/09/2025 at 03:00 PM (Hybrid Mode)
Last Date for Bid Submission	04/10/2025 by 03:00 PM
Date & time of opening of bids	04/10/2025, 05.00 PM

The application form of the tender containing detailed scope of work, eligibility criteria, technical specifications, and terms & conditions can be downloaded from the websites: <https://ospcbboard.odisha.gov.in> and <https://odisha.gov.in> from 06.09.2025.

The bid must be submitted offline through speed post/registered post/courier/by hand submission at OSPCB office. OSPCB reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.


Member Secretary

Memo No. 16587, Dtd. 06.09.2025

Copy forwarded to Sr. Administrative Officer / System Admin SPC Board, Bhubaneswar for information. Establishment Section is requested to publish the material in one English National Daily (All India Edition) and one Odia Daily Newspaper. System Admin (Computer Cell) is requested to upload the Tender Schedule and Advertisement in ospcboard.odisha.gov.in.



Member Secretary

Memo No. 16588, Dtd. 06.09.2025 (Email: tendersorissa@gmail.com)

Copy forwarded to the Head, State Portal, IT Center Govt. of Odisha, Loka Seva Bhavan, Odisha for information with a request to publish the RFP in odisha.gov.in portal for wider circulation.



Member Secretary

Memo No. 16589, Dtd. 06.09.2025

Copy forwarded to the Director, Env.-cum-Special Secretary to Govt., Forest, Env. & Climate Change Department, Govt. of Odisha for information with a request to display the RFP in forest.odisha.gov.in portal.



Member Secretary

Request for Proposal for

Selection of Consultancy Firm for

Setting-up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

(RFP Ref. No. 16591, Dated 06.09.2025)



Address for communication & submission of documents during the tender period:

STATE POLLUTION CONTROL BOARD, ODISHA

Paribesh Bhawan, A/118, Nilakanthanagar, Unit-VIII,

Bhubaneswar – 751012, INDIA

Email: paribesh1@ospcboard.org, Website: ospcboard.odisha.gov.in

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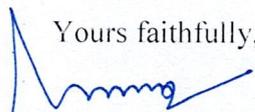
1. Letter of Invitation

RFP No. 16591

Bhubaneswar Dt. 06.09.2025

- a) The State Pollution Control Board, Odisha (here in after OSPCB) a statutory organization, responsible for enforcement of the provisions of (i) The Water (Prevention & Control of Pollution) Act, 1974 (ii) The Air (Prevention & Control of Pollution) Act, 1981 and (iii) Environment (Protection) Act, 1986 and rules framed thereunder, invites proposals from interested Consulting Organizations **to assist OSPCB in setting up a Project Management Unit (PMU) for comprehensive monitoring** of the following:
1. Bulk Industrial Waste Management (Fly ash, Gypsum, Red Mud, and others) including Monitoring of Green Belt
 2. Non-industrial waste (MSW, Plastics, E-waste, C&D Waste)
 3. Real Time Data Acquisition System (CEMS, CAAQMS, EQMS, IP CAMERAS)
 4. Public Awareness, Social Media & Community Engagement and Documentation
 5. Stakeholder Training, Capacity Building and Knowledge Management
- Details on the services to be provided are mentioned in the Scope of work in this document.
- b) Applicants (hereinafter referred to as "Bidders") are required to submit only one application.
- c) The bidder will be selected under **Quality cum Cost Based System (QCBS)** procedure as prescribed in the RFP Document.
- d) The proposal complete in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of **INR 15,000/-** towards **Bid Processing Fee** in favor of State Pollution Control Board, Odisha, in the form of a DD drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be rejected.
- e) The last date and time for submission of proposal complete in all respects is **Dt. 04/10/2025 by 03.00 PM** and the date & time of opening of bids (Technical bid & qualification documents) is **Dt. 04/10/2025, 05.00 PM** in the presence of the bidder's representative at State Pollution Control Board, Odisha. Representatives of the bidders may attend the meeting with proof of identity and due authorization letter on behalf of the bidder.
- f) While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of State Pollution Control Board, Odisha holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP.

The OSPCB reserves the right to accept/ reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Yours faithfully,

Member Secretary

2. Fact Sheet

Sl. No.	Particular	Details
1.	Date of issue of RFP	06/09/2025
2.	RFP Document Fee	Rs. 15000/- (Rs. Fifteen Thousand only) (Non-Refundable)
3.	Last date for submission of queries, if any, by empaneled agencies	15/09/2025, 05.30 PM
4.	Pre-bid meeting	16/09/2025, 03.00 PM/Hybrid Mode
5.	Date of issue of Corrigendum, if any	20/09/2025
6.	Contact details for submission of pre-bid queries (email id)	pmu@ospcboard.org
7.	Last date and time for receipt of bids	04/10/2025, 03.00 PM
8.	Date & time of opening of bids	04/10/2025, 05.00 PM
9.	Date and time for Technical Presentation*	Will be intimated by OSPCB
10.	Opening of Financial Proposal	Will be intimated by OSPCB

*Technical Presentation will be in Hybrid mode & link will be shared 1(One) day before the scheduled time.

3. Letter of Award and Commencement of Work

A Letter of Award (LoA) will be issued to the selected agency. It is expected that the agency will mobilize the team and commence the work immediately after the issue of Letter of Award.

4. Instructions to the Bidders

4.1 General

- 4.1.1** 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 solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- 4.1.2** All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by OSPCB on the basis of this RFP.
- 4.1.3** No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed on behalf of the State Pollution Control Board, Odisha. Any notification of preferred bidder status by OSPCBS shall not give rise to any enforceable rights by the Bidder. OSPCB may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of the OSPCB.
- 4.1.4** This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Bids/ Completeness of Response

- 4.2.1** Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 4.2.2** Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - (a) Include all documentation specified in this RFP;
 - (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - (c) Comply with all requirements as set out within this RFP.

4.3 Consortium, Joint Venture and Outsourcing

Consortium or Joint Venture is not allowed. Any kind of outsourcing for implementing award of work is not allowed.

4.4 Sub-contracting

Sub-contracting is not allowed. The bidder has to ensure that the resources are on payroll at the time of deployment, if the bidder emerges as preferred bidder post bid evaluation. The resources proposed and deployed should be equivalent or higher in qualifications.

4.5 Pre-Bid Meeting & Clarifications

- (a) OSPCB shall hold a pre-bid meeting with the prospective bidders on dt.16/09/2025 at 03.00 PM in Hybrid Mode.
- (b) Link will be provided to the prospective bidder on request through email to pmu@ospcboard.org by 02.00 PM on dt.16/09/2025
- (c) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by email pmu@ospcboard.org on or before dt.15/09/2025 by 05.30 PM.
- (d) The queries should necessarily be submitted in the following format by email (Soft copy in MS Word or MS Excel file to be attached):

Sl. No.	RFP Document Reference(s)			Clarification Sought
	Section	Page No.	Subject	

- (e) OSPCB shall not be responsible for ensuring receipt of the bidder’s queries. Any requests for clarifications post the indicated date and time may not be entertained by OSPCB.

4.6 Responses to Pre-Bid Queries and Issue of Corrigendum

- (a) OSPCB will endeavor to provide timely response to all queries. However, OSPCB neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does OSPCB undertake to answer all the queries that have been posed by the bidders.
- (b) At any time prior to the last date for receipt of bids, OSPCB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- (c) The Corrigendum (if any) & clarifications to the queries from all bidders will be communicated through e-mail.
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.

4.7 Right to Terminate the Process

- (a) OSPCB may terminate the RFP process at any time and without assigning any reason. OSPCB makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- (b) This RFP does not constitute an offer by OSPCB. The bidder's participation in this process may not result in selecting a bidder to engage towards execution of the contract.

4.8 Undertaking for Blacklisting

An undertaking (self-certificate) in Form-5 that the bidder is not blacklisted by any Central Government / State Government / Union Territory Government / PSU / Autonomous Body as on the date of submission of the bid and there has been no litigation with any government department on account of similar service which shall create impact on the performance of the services under this RFP, must be submitted. If any bidder was declared ineligible/ blacklisted/ debarred by any Central Government / State Government / Union Territory Government / PSU / Autonomous Body, then a clarification note and revocation order should be produced.

The documentary proof should be provided on agency's letter head that is duly signed by authorized signatory.

4.9 Earnest Money Deposit (EMD)

- i) The bidder is required to submit EMD of **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only)** in favor of Member Secretary, State Pollution Control Board, Odisha, in the form of a DD/BG drawn in any scheduled commercial bank and payable at Bhubaneswar enclosed with the bid.

The documentary proof should be provided on agency's letter head that is duly signed by authorized signatory of the bidder.

- ii) The Earnest Money Deposit (EMD) will be refunded, without any interest accrued, within one month of the final selection, as follows:
- a) In the case of those Bidders who fail to qualify the eligibility criteria, and whose technical bids do not qualify.
 - b) In the case of those Bidders with whom the contract is not signed.
- iii) In the case of Bidder with whom contract is signed, EMD will be refunded on receipt of Performance Bank Guarantee (clause 7.4) within seven days of contract signing failing which the EMD will stand forfeited.
- iv) Bid without EMD will be rejected.

4.10 Bid Processing Fees (Non-Refundable)

The bidder must furnish as part of technical proposal, the required non-refundable bid processing fee amounting to INR 15,000/- (Rupees Fifteen Thousand) only in shape of DD in favour of Member Secretary, State Pollution Control Board, Odisha drawn in any scheduled commercial bank and payable at Bhubaneswar failing which the bid will be rejected.

4.11 Submission of Proposals

The proposal submission shall follow a three-envelope process.

[Envelope 01]: Eligibility Documents & Technical Proposal

[Envelope 02]: Financial Proposal

[Envelope 03]: Both Technical and Financial proposal in one envelop

a) Eligibility Documents & Technical Proposal (containing)

This should contain two separate envelopes with the following headings

- i. Envelope 1: EMD, Power of Attorney (Form-4), Bid Processing fee, and documents to meet prescribed eligibility conditions as indicated as “Eligibility Criteria” along with all the required forms and checklist as specified in this RFP.
- ii. Envelope 2: Technical Proposal in prescribed format as per requirements given in the RFP including Form-7 (Approach & Methodology) and Form-8 (CV of proposed resources).

b) Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal (**Form-9**)
 - The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the OSPCB’s letter reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submitter address, referring OSPCB’s invitation letter and title of the project clearly marked “**TO BE OPENED ONLY IN PRESENCE OF OSPCB’S AUTHORISED PERSON**”. OSPCB shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
 - Each of the envelopes (Envelop-1 and Envelop-2) needs to be sealed separately and must be kept in a large envelope (Envelop-3) super-scribed with “RFP No. _____ & RFP Date _____, Techno- Financial Proposal for Request for Proposal (RFP) for _____ - Confidential & DO NOT OPEN BEFORE BID OPENING DATE”
 - The main envelope shall also indicate clearly the Name, Address, Telephone Number and Email Address of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
 - All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
 - The bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be signed by the person (or persons) who sign(s) the bid.
 - All pages of the bid shall be signed by the authorized person physically or digitally.
 - Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the bid. Bids with any conditional offer shall be out rightly rejected.

4.12 Venue & Deadline for Submission of Bids:

Bids, in its complete form in all respects as specified in the RFP, must be submitted to OSPCB

through speed post / registered post / courier / by hand in the designated tender box at the address specified below:

Addressed to Submit	Member Secretary State Pollution Control Board, Odisha Parivesh Bhawan, A/118, Nilakantha Nagar, Unit – VIII Bhubaneswar – 751012 pmu@ospcboard.org
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Last date of submission of bid: 04/10/2025, 03.00 PM.

4.13 Late Bids

- (a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- (b) OSPCB reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

4.14 Bid Opening

The Bids submitted up to 04/10/2025 by 03.00 PM will be opened on 04/10/2025 at 05.00 PM by Bid Evaluation Committee in presence of those Bidders or their representatives who may be authorized by the bidder to be present at the time of opening. The representatives of the bidders should be advised to carry their proof of Identity and a letter of authority from the bidding firms to be identified as bona-fide for attending the opening of the bid.

4.15 Tender Validity

Bid shall remain valid for a period of 180 Days from the date of opening of the bid as per the Form-1. OSPCB reserves the rights to reject a bid, valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Evaluation Process

Bids for this contract will be assessed in accordance with **Quality cum Cost Based System (QCBS)**, system. The Bid Evaluation Committee will carry out a detailed evaluation of the Bids, in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP Document. In order to reach such a determination, the Bid Evaluation Committee will examine and compare the technical aspect of the Bids on the basis of information provided by the bidder

- (a) OSPCB will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.
- (b) The Bid Evaluation Committee constituted by OSPCB shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence may lead to rejection of the bid.
- (c) The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

- (d) The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids, if required.
- (e) The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.
- (f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

A **three-stage evaluation process** will be conducted as explained below for the evaluation of the proposals:

a. Preliminary Evaluation (1st Stage):

Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility conditions as indicated below and required formats (Form-1, Form-2, Form-3, Form-4, Form-5) and whether the requisite documents/information have been properly furnished by the agency or not.

The agency must possess the requisite experience, expertise, and capability to provide the services necessary to meet the requirements as described in this RFP document. The agency must also possess the technical competence and financial capacity required to successfully deliver the Program Management Unit (PMU) services for OSPCB. The proposals must be complete in all respects and should cover the entire scope of work as stipulated in the RFP document:

SI No.	Criteria	Eligibility	Documents to be submitted
1	Legal Entity	<p>The agencies participating in the assignment should be a single Legal Entity registered under the appropriate Act in India</p> <ul style="list-style-type: none"> a. A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India b. An organization registered under the India Trust Act.1882 c. An organization registered under the Society's Registration Act 1860 <p>It must be in operation continuously for the last 10 Years in the field of Consultancy as on 31st August 2025.</p>	<p>As applicable:</p> <ul style="list-style-type: none"> ▪ Certificate of incorporation. ▪ Registration certificate as applicable law ▪ Goods and Service Tax registration. ▪ PAN number of the agency.
2	Financial turnover	<p>The agency should have an average annual turnover of more than Rs.75 Cr. during the last 3 FYs (2021-22, 2022-</p>	<p>Audited Financial Report and CA/ Auditor certificate indicating annual financial turnover from</p>

SI No.	Criteria	Eligibility	Documents to be submitted
		23, 2023-24) from consulting services.	consulting services for last three FYs (2021-22, 2022-23, 2023-24)
3	Net worth	The agency must have positive net worth during the last 3 FYs (2021-22, 2022-23, 2023-24).	CA/ Auditor Certificate indicating annual net worth for 3 FYs (2021-22, 2022-23, 2023-24).
4	Local Office in Odisha	The agency must have an operational office in Odisha for at least 1 year from the date of bid submission.	The agency is required to submit proof of the office such as GST certificate/ rent agreement or certificate from competent authorities.
5	Experience of the Agency	The agency must have demonstrated experience by executing minimum three (3) assignments Experience of providing PMU/ TSU in areas related to Environment/ Waste Management/ Climate change/ Sustainability / IT Governance/ MIS & Data Analytics/ Industry Promotion/ Regulatory Affairs Services to Central/ State Government Departments during the last five (05) years with minimum contract value of INR 2 Crs.	The agency is required to submit proof of engagement such as MoU/ Work Order/ Engagement Letter/ Completion Certificate/ LoA etc.
6	Authorized Representative	The agency shall submit a Board Resolution passed by its Board of Directors or a Power of Attorney executed on the agency's letterhead, authorizing the person signing the proposal to act on behalf of the agency.	The Board Resolution/Power of Attorney must clearly specify the name and designation of the authorized person for participating in the tender process.
7	Non-Blacklisting Declaration	The bidding agency should not have been blacklisted /debarred by any Central Government, State Government, Public Sector Undertaking (PSU), or any other government organization in India as on the date of bid submission.	The agency shall submit a self-declaration/ undertaking (Form 5) to this effect along with the proposal.

b. Technical Evaluation (2nd Stage):

Technical proposals will be opened and evaluated for those agencies who qualify in the Preliminary Evaluation (1st Stage). Detailed Technical Proposal Scoring process as per the following parameters will be adopted for proposal evaluation:

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria.

The evaluation criteria (**Marking Criteria**) for the Technical Score would be as follows:

Sl. No.	Particulars	Criteria	Marks
1	Technical qualifications – Firms Experience: 25 marks		
a	Experience of providing PMU/ TSU in areas related to Environment/ Waste Management/ Climate change/ Sustainability / IT Governance/ MIS & Data Analytics/ Industry Promotion/ Regulatory Affairs Services to Central/ State Government Departments in last ten years	<ul style="list-style-type: none"> - 2.5 marks for each project with minimum project value of INR 2 Crs. with maximum 15 marks with following divisions - 2 Nos Environment Related Project – 5 Marks - 2 Nos IT Related Projects – 5 Marks - 2 Nos of other Relevant projects – 5 Marks 	15 marks
b	Experience in working with Odisha Government on projects related to PMU/ TSU/ Strategy development/ etc. in last 5 years	<ul style="list-style-type: none"> - 2.5 marks for each project with minimum project value of INR 1 Cr. with maximum 10 marks with following divisions - 1 Nos Environment Related Project – 2.5 Marks - 2 Nos IT Related Projects – 5 Marks - 1 Nos of other Relevant projects – 2.5 Marks 	10 marks
2	Team qualifications – Relevant experience of key personnel: 45 marks		
a	Team Leader	<ul style="list-style-type: none"> - Relevant Qualification- 1 marks - Additional Qualification like PhD- 2 Marks - Minimum Years of Experience (12 years): 1 marks - Experience 12-15 years: Additional 2 mark - Experience 15-18 years: Additional 2 mark - Experience More than 18 years: Additional 2 mark 	10 marks
b	IT and Data Analysis Expert-1	<ul style="list-style-type: none"> - Minimum Qualification and 	5 marks

Sl. No.	Particulars	Criteria	Marks
c	Waste Management Expert (Industrial)	Experience- 1 marks - Additional Qualification -2 Marks	5 marks
d	Waste Management Expert (Non- Industrial)	- Additional Experience: - 2 marks	5 marks
e	Social Media Expert -1		5 marks
f	Social Media Expert -2	- Minimum Qualification and Experience- 1 marks - Additional Qualification -2 Marks - Additional Experience: - 2 marks	5 marks
g	IT and Data Analysis Expert-2	- Minimum Qualification and Experience- 1 marks - Additional Qualification -2 Marks - Additional Experience: - 2 marks	5 marks
h	Training & Capacity Building Expert	- Minimum Qualification and Experience- 1 marks - Additional Qualification -2 Marks - Additional Experience: - 2 marks	5 marks
3	Technical presentation: 30 marks		
a	Technical Presentation	The bidders shall be invited for a PowerPoint presentation in front of the Evaluation Committee to evaluate the presentation with the following parameters: - Understanding of the assignment - Approach & Methodology with value propositions - Work plan - Cases for relevant experiences	30 marks
	Grand Total		100 marks

Note: Copies of Work orders/agreements/completion certificates must be submitted as proof of each assignment. No assignments/ Work orders/ agreements/ completion certificates should be repeated across various categories of evaluation parameters within the technical proposal. However, the same assignments can be repeated in both eligibility criteria and technical evaluation criteria.

Minimum 70 marks are required for any agency to be technically qualified for the financial bid opening.

c. Financial Evaluation (3rd Stage):

Financial proposals will be opened and evaluated for those agencies which will meet minimum technical scoring criteria.

d. Comprehensive Techno-Financial Scoring:

The Agency shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted a weightage of 70% and Financial Proposal will be allotted a weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to the lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Agency under consideration}$.

Where Fm: Lowest Financial Proposal and Sf: Financial Score

For the selection of agency, the final ranking will be determined based on the combined total score for each Agency separately. This will be done by applying a weight of 0.70 (or 70%) and 0.30 (or 30%), respectively, to the technical and financial scores of the qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score- $(Te \times 0.70) + (Sf \times 0.30)$

Where: Te: Technical score and Sf: Financial score

The Agency scoring the highest Total Score shall be declared as the "Selected Agency".

6. Appointment of Consultant

6.1 Contract Award Criteria

Bidder securing highest score among bidders will be determined as the most preferred bidder and considered for award of contract.

OSPCB will award the Contract to the successful bidder whose bid has been determined as the most responsive bid as per the process outlined above.

OSPCB will not be liable to make any payment or amount on account of conceptualization/ designing/ artwork etc. for the concept notes/ technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.

6.2 Right to Accept Any Bid & Reject Any / All Bid (s)

OSPCB reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected

bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6.3 Notification of Award

Prior to the expiry of the validity period, OSPCB will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its bid has been accepted. In case the bidding process / public procurement process has not been completed within the stipulated period, OSPCB may like to request the bidder to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, OSPCB will notify each unsuccessful bidder.

6.4 Performance Bank Guarantee (PBG)

Within a week of the date of signing of the contract, qualified bidder shall have to furnish a Performance Bank Guarantee in **Form-6**, amounting to **5%** of the annual contract value from a scheduled commercial bank situated in Bhubaneswar as per the Format provided in this RFP and should valid for **90** days beyond the period of contract as its commitment to perform services under the contract. Failure to comply with the terms of the contract shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after **90 days** of expiry of contract period or in case of contract renewal the PBG will be released after receiving the fresh PBG, provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

6.5 Signing of Contract

After OSPCB notifies the successful bidder that its bid has been accepted, OSPCB shall issue letter of award (LoA) and enter into a contract with the successful bidder taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigendum, the bid of the bidder in addition to other agreed clauses.

6.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OSPCB may award the contract to the next best bidder or call for new proposals from the interested bidders. In such a case, the OSPCB shall invoke the EMD of the most responsive bidder.

7. Terms of Reference

7.1 Background

7.1.1 Industrial Waste Management

The Fly Ash of Notification of MoEF & CC dtd.31.12.2021 stipulates that the Thermal Power

Plants who fail to utilize the target amount of fly ash are liable to pay environmental compensation @Rs.1000/Ton for the un-utilization amount of ash. Being the prescribed authority, SPCB has a task to carry out audits of each Thermal Power Plant (TPP) to ascertain the veracity of declaration made by the TPPs and decide upon the environmental compensation to be levied upon them if found default. Further, the state has been striving to facilitate utilization of fly ash for construction of highway projects. On one hand, the TPPs struggle to achieve 100% utilization of fly ash and on the other hand, the highway projects face challenges for getting requisite amount of fly ash at different projects and seek the intervention of SPCB. To rationalise and make equitable the allocation of ash, a web portal namely (fams.odisha.gov.in) has been launched on 05.06.2025. This will provide a common platform for the power plants and the construction agencies to meet their demand and supply needs. SPCB will play the role of a facilitator and intervene to resolve issues if any. The above responsibilities demand significant efforts, follow up action and timely intervention which needs a dedicated team needs to be deployed.

Apart from it, the State generates huge quantity of phosphogypsum, red mud, SMS Slag (from Steel Plants) which has promising future for utilization. Action from SPCB will help in reduce the burden of waste management and align with the circular economy.

7.1.2 Non-Industrial Waste Management

Under the provisions of different Waste Management Rules Extended Producer Responsibility (EPR) approach has been introduced where producer i.e. manufacturer, importer or brand owner (PIBO) are made legal Responsible for the environmentally sound management of their products through at their lifecycle and especially after end-of-life (Waste stage). PIBOs are under obligation to get registered under the portal of CPCB where the registration, tracking and compliance is verified. SPCB's role is involved from the process of registration to physically verify the manufacturing facility, verify the compliance to EPR obligations in respect of every PIBO. This responsibility needs a dedicated team with domain knowledge. Since the above regulatory actions need timely action and expert supervision, a project management unit (PMU) comprising of adequate manpower having expertise in domain subject and management will be required to assist SPCB in these activities.

7.1.3 Real Time Data Acquisition System as Decision Support System

The Board has directed industries and mines to install Continuous Emission Monitoring Systems (CEMS), Continuous Effluent Monitoring Systems (CEQMS), IP Cameras, Continuous Ambient Air Quality Monitoring Stations (CAAQMS) in their respective units at appropriate locations and transmit the monitoring data to RT-DAS sever of SPCB for further analysis by the Board. In the meantime, industries, mines and other units have installed 853 CEMS, 135 CEQMS, 410 CAAQMS required analysers to monitor pollutant concentrations continuously and transmit data to the SPCB in real-time. Besides the above, the SPCB has installed 18 CAAQMS at various places to monitor the AAQ data. The Standard Procedure demands to ensure that the Board receives valid monitoring data, processes them to identify the violating units and takes appropriate enforcement actions.

There are a few important considerations for the standard procedure to i. Ensure that the analysers are in good condition, ii. data transmission is adequate, iii. examine the data to identify normal, irrational and suspicious data, iv. determine exceedance of concentration and v. reporting exceedance to respective enforcement Cell.

The Central Pollution Control Board has formulated a protocol containing, general information for data collection, information on source emission and effluent discharge analysis online monitoring systems, protocol for installation and calibration etc. to address the issues on assessing the health of the analysers and adequate data transmission. However, the Board is required to be equipped with adequately trained manpower in this regard for undertaking all the five aspects. All these aspects required highly skilled and trained manpower in this regard to enforce the protocol for Realtime Data Acquisition, Analysis and Reporting in a meaningful manner for enforcement.

The Board is considering for taking the support of external consultants for the task of Real Time Data Acquisition Analysis and Reporting Mechanism to supplement in the Board efforts on achieving its mandate on online monitoring and also for decision making process.

7.1.4 Public Awareness and Outreach Programme (Community Engagement)

One of the most important roles of OSPCB is to create awareness among the public. Apart from it, it is the responsibility of the Board to make the public aware of their rights & responsibilities, legal remedies available against their grievance on pollution issues, educate and engage them through community participation towards achieving the goal for a cleaner environment for the state.

The Board needs to prepare comprehensive community engagement plans for awareness, organize awareness sessions or environmental management & pollution control and develop strategy for building partnership with NGOs/community groups, prepare digital and media contents for propagating messages etc. The Board also has to have a greater social media presence for dissemination of its activities, action, success stories etc.

7.1.5 Capacity Building & Training

To achieve the objective of attaining right compliance, it is extremely important to train the stakeholders on respective subject and best practices that helps them and in the interest of environment protection. Training to the sectoral stakeholders like producers, manufacturers, brand owners, stone crushers, fly ash brick making units, other key industry stakeholders etc. For imparting proper training, the Board is required to identify the issues, training curriculum, prepare a training calendar, make proper arrangement for venue and logistics, which needs considerable time and efforts.

7.2 Scope of Work

The PMU is expected to **support and assist** in carrying out following tasks:

7.2.1 Assist in Waste Management

- a. Support in finalizing Vision Document, a State Strategy, and a Roadmap for Circular Economy transition in the state in line with Odisha Vision 2036 and 2047
- b. Facilitate preparation of Action Plans for respective sector and monitor the implementation.
- c. **Industrial Waste Management (Fly-Ash, Gypsum, etc)**
 - i. Facilitate industry consultations to identify sources/quantity/and utilization channels for industrial waste.
 - ii. Help set up a centralized inventory and traceability system for industrial waste movement.
 - iii. Design a monitoring dashboard for industrial waste generation, disposal, and reuse.
 - iv. Identify available technology with apex research institutions in the country, and offshore, and suggest adoption methods for industrial waste resource recovery and upscaling.
- d. **Assist in Non-Industrial Waste Management (MSW, Plastics, E-Waste, C&D)**
 - i. Preparing guiding documents, preparing draft model by-law formats, suggestive collection plans, and support in supply chain development for waste processing
 - ii. Support in inventorisation of Stakeholders and EPR Registration Support
 - iii. Suggest and assist in carrying out possible interventions from time to time to effectively implement or improve implementation of EPR, e.g. implementing IEC activities and capacity-building programs to educate stakeholders on their EPR responsibilities.
 - iv. Support for developing user-friendly EPR handbooks, newsletters, and educational materials.
 - v. Support to establish a data management system for monitoring EPR compliance, reporting and ensure improvement of EPR registration base.
 - vi. Support for preparation of status report on EPR regime for respective waste categories related works and report to CPCB.
 - vii. Preparation of draft handbook for EPR guidelines under the Waste Management Rules, of respective waste categories.
 - viii. Support in compilation of data related to Waste Management Rules, of respective waste categories, annual, quarterly reports compilation and any other reports received from the district offices.

7.2.2 Assist in Real Time Data Acquisition System

- a. **Assist in Planning & Implementation**
 - i. Support to develop and maintain the roadmap for implementing online Continuous Emission Monitoring Systems (CEMS) and Continuous Effluent Quality Monitoring Systems (CEQMS), Continuous Ambient Air Quality Monitoring Systems (CAAQMS) and IP Cameras.
 - ii. Assist OSPCB in selecting qualified vendors for installation, maintenance, and calibration of online monitoring equipment.
- b. **Assist in Data Management & Quality Assurance**
 - iii. Monitor incoming data for anomalies, gaps, and ensure it reflects actual emissions.

- iv. Support in overseeing periodic calibration and maintenance of monitoring equipment and keep records.
- c. Support in regulatory compliance monitoring through Compliance Assessment, Alerts & Alarms, Report Generation
- d. Policy Support & Feedback through recommendations towards improvisation and inputs towards modern technologies or methods to enhance the monitoring framework.
- e. Support & Coordination among industries, OSPCB/ CPCB, system integrators, and third-party auditors, Maintaining dashboards showing performance of all connected units.

Separation of Consultancy and Development: This ToR covers consultancy-PMU services only. OSPCB will initiate a separate tender process for system development and implementation of any kind.

7.2.3 Assist in Public Awareness, Community Engagement and Documentation

- Assist in preparation of draft contents for Information, Education and Communication (IEC) material.
- Support in development of content for capacity building and training on topics related to Waste Management across different waste categories.
- Support in ideating and designing community and public awareness programs.
- Provide technical support in documenting the initiatives carried out by SPCB in Waste Management across different waste categories
- Assist in awareness related works, preparation of pamphlets and implementation of programs to encourage environmentally sound recycling.
- The support will be restricted to assisting and guiding OSPCB in content development and does not include graphic designing or posting of the awareness materials.

7.2.4 Assist the OSPCB Stakeholder Training, Capacity Building and Knowledge Management

- Provide knowledge management support to OSPCB in organizing workshops, events, and other such events for both knowledge sourcing and dissemination.
- Assist in planning and executing environmental awareness workshops and seminars on pollution control measures. Develop agendas for such events.
- Assist in conducting workshops and training programs for industry stakeholders on IT Systems; their operation, maintenance and calibration protocols.
- Training of trainer programs which will support capacity building of SPCB officers and staff on the use and interpretation of monitoring data. Any training costs incurred will be borne by OSPCB. The agency's role is restricted to assisting OSPCB in content development and supporting the organization of training programmes only.
- Support OSPCB in engaging knowledge partners that include national and international academic and research institutions, think-tanks, other relevant organizations

7.2.5 Assist in Broad related Assignment for PMUs

- Preparing draft guiding documents, roadmaps, frameworks, SOPs.
- Assist in data driven monitoring mechanisms to track key metrics related to the respective waste categories, as per the data and inputs provided by SPCB Odisha
- Provide support to OSPCB in transaction advisory and bid management
- Assist in e-Governance Project Management and Monitoring
- Provide technical support in documenting the initiatives carried out by OSPCB in Waste Management across different waste categories.
- Support for preparation of handbook for different policies and guidelines under the Waste Management Rules, of respective waste categories.
- Support in preparation of draft Minutes of the Meeting, presentations, etc for the key meetings at State Level.
- Assist in documenting key insights and learning in the form of white papers, reports and concept notes on a need basis

7.3 Period of Engagement

The engagement of the Consultant shall be for initial period of three (3) years and after evaluation of the performance with respective deliverables, engagement may be further extended for another two (2) years based on requirements and mutually agreed terms & conditions. The professional fees shall have an escalation of 5% year-on-year after completion of the initial three-year contract period.

7.4 Deliverables

The Consultant will submit monthly progress report covering the activities undertaken and the deliverables submitted.

7.5 Resource Requirements

To execute the scope of work, following team is proposed to be involved. The team will be engaged as per the man-month rates proposed by the firm:

S. N.	Role	Minimum Academic Qualification	(Relevant Experience only)
1.	Team Leader Lead the team, review the on-going work of the deployed team. Monitor the tasks assigned by SPCB to the team. Attend important meetings at SPCB. Manage overall project execution, ensure	M.Tech/ MBA/ related field from reputed and recognized institutions. Persons with higher qualification is preferred.	<ul style="list-style-type: none"> • Minimum 12 years of experience. • Experience in project execution / project management / Bid Process Management/ Capacity Building & training / Change management / organizational transformation / managing mission mode projects / business

S. N.	Role	Minimum Academic Qualification	(Relevant Experience only)
	timely delivery of milestones, and maintain quality standards across all deliverables.		process transformation for government / PSUs/ Corporate clients. <ul style="list-style-type: none"> • Having multi-sectoral experience of working in the field of Environment/ Sustainability/ Social Development/ Rural Development/ Energy management/ Waste Management/ Industries/ etc. • Experience in managing large-scale government programs. Minimum 5 years. • Experience of working with the Government Departments • Experience in working with Govt of Odisha/, Govt. of India Departments is preferable.
2	IT and Data Analysis Expert-1 Proposed Role: Support and coordination in monitoring, collecting, analyzing, and reporting environmental data to ensure compliance with regulatory standards as per guideline and support environmental protection initiatives.	BE/B. Tech in Computer Science (IT) / M.Tech/ MBA or relevant domain from reputed and recognized institutions. Specialization in Instrumentation Engineering/ Data Analysis or related fields will be preferred.	<ul style="list-style-type: none"> • Minimum 6 years of experience in project execution / management / Bid Process Management / Monitoring Evaluation / Data Analysis / Report. • Expertise in dashboard management using Power BI, Tableau, or similar BI tools with strong data modelling skills • Experience in IT Governance/ Project Monitoring/ MIS/ Dashboard Development/ KPI tracking systems.
3	IT and Data Analysis Expert-2 Proposed Role: Support and coordination in monitoring, collecting, analyzing, and reporting environmental data to ensure compliance with regulatory standards as per guideline and support environmental protection initiatives.	BE/B. Tech in Computer Science (IT) / M.Tech/ MBA or relevant domain from reputed and recognized institutions. Specialization in Instrumentation Engineering/ Data Analysis or related fields will be preferred.	<ul style="list-style-type: none"> • Minimum 3 years of experience in project execution / management / Bid Process Management / Monitoring Evaluation / Data Analysis / Report. • Expertise in dashboard management using Power BI, Tableau, or similar BI tools with strong data modelling skills • Experience in IT Governance/ Project Monitoring/ MIS/ Dashboard Development/ KPI tracking systems.
4.	Waste Management Exert (Industrial)	BE/ B.Tech/ M.Tech in Environmental	<ul style="list-style-type: none"> • Minimum 6 years of experience

S. N.	Role	Minimum Academic Qualification	(Relevant Experience only)
	Proposed Role: Support in monitoring of Bulk Industrial waste (Fly ash, Gypsum, Metallurgical Slag, Red Mud, Dolo-char)	Engineering/ M Sc in Environmental Science/ MBA/ related field from reputed and recognized institutions Specialization in Supply Chain Management/ Operation Management/ Soil science/ Geotechnical Engineering or related fields will be preferred	in environmental monitoring/ waste monitoring project execution / environmental management / Bid Process Management / Monitoring & Evaluation <ul style="list-style-type: none"> • Experience in Waste Management • Experience with data analysis software and statistical analysis tools
5.	Waste Management Exert (Non- Industrial) Proposed Role: Support in Monitoring of non-industrial waste (MSW, Plastics, E-waste, C&D and others)	BE/ B.Tech/ M.Tech in Environmental Engineering/ M Sc in Environmental Science / MBA/ related field from reputed and recognized institutions Specialization in Supply Chain Management/ Soil science/ Geotechnical Engineering or related fields will be preferred.	<ul style="list-style-type: none"> • Minimum 6 years of experience in environmental monitoring/ waste monitoring project execution / environmental management / Bid Process Management / Monitoring & Evaluation • Experience in Waste Management • Experience with data analysis software and statistical analysis tools
6.	Social Media Expert-1 Proposed Role: Assist OSPCB in Social Media Management, content development, and report preparation	MBA Marketing /Bachelor/ Masters Mass Communication/ or related field from reputed institute	<ul style="list-style-type: none"> • Minimum 6 years of social media management experience • Experience in multi-platform strategy management • Experience in IEC, communications, reporting and documentation or similar areas within government or public sector organizations
7.	Social Media Expert-2 Proposed Role: Assist OSPCB in Social Media Management, content development, and report preparation	MBA Marketing / Masters Mass Communication/ or related field from reputed institute Additional Experience in Video/ Audio and Multimedia will be preferred	<ul style="list-style-type: none"> • Min 3 years of social media management experience • Experience in multi-platform strategy management • Experience in IEC, communications, reporting and documentation or similar areas within government or public sector organizations
8.	Training and Capacity	Graduate in Engineering	<ul style="list-style-type: none"> • Minimum 8 years of experience

S. N.	Role	Minimum Academic Qualification	(Relevant Experience only)
	<p>Building Expert</p> <p>Proposed Role: Support for providing Stakeholder Training and Capacity Building</p>	<p>/ Master Degree / MBA / Specialisation in Sustainable Development/ Rural Management/ Social Development/ Environmental Management or related field</p> <p>Proficiency in multilanguage communication skills, Organizing training modules. Teaching experience in Environmental Subjects is preferred.</p>	<p>in project execution /management /Capacity Building training / Content development/ Report Preparation/ Documentation.</p> <ul style="list-style-type: none"> • Experience in designing and implementing social development programs / community mobilization / stakeholder engagement / capacity building training / behavior change communication / participatory planning / community-based interventions / social impact assessment • Experience in conducting training programs, workshops, and capacity building sessions • Experience in curriculum development and training material preparation

7.5.1 The Curriculum Vitae/Resume of the proposed resources **must** be submitted with the bid as in **Form – 8**. Deployment of the resources by the successful bidder to be made with prior approval of the Department. If felt necessary, OSPCB may prefer to interact with the proposed resources to evaluate their suitability vis-a vis the OSPCB’s requirement.

- Above is the indicative number of resources expected to be deployed for the engagement. During the contract period, OSPCB may ask the consultancy agency to deploy additional personnel or resources to meet evolving project requirements. OSPCB may also reduce the number of resources as per the requirement. Deployment of additional resources shall be governed by mutually agreed terms and conditions including qualification criteria, commercial rates, and performance standards, the bidder shall be allowed 2 months’ time to mobilize and deploy the resource.
- OSPCB will provide 30 days’ notice for mobilization/demobilization of resources based on work priorities. Normal working hours will be from 10.00 to 17.30 hrs. Working hours is subject to change from time to time. 2nd, 4th Saturdays and Sundays will remain closed along with other Govt. Holidays. In exigencies, resource of the consulting organization may be required to work beyond office hours and/or on closed holidays. No extra allowance or remuneration for such work is admissible. He/ She shall not accept any other professional appointment, paid or otherwise during the term of engagement.
- The resource shall not be entitled to any benefit like Provident Fund, Pension, Insurance,

Gratuity, Medical Attendance Treatment, HRA, Seniority, Promotion etc. or any other benefits from OSPCB.

- Paid leave of absence may be allowed at the rate of 1 day for each completed month of service. Accumulation of leave beyond a calendar year may not be allowed. Leave cannot be claimed as a matter of right. Discretion is reserved to the reporting officer at OSPCB to refuse or revoke leave in the exigencies of OSPCB. Leave encashment will not be permissible on unspent leave. Unspent leave will lapse on commencement of contract period. No other leave of any kind shall be admissible to him/her. In case he/she remains absent from duty beyond entitled leave, a proportionate deduction from the consolidated fee as applicable will be made.
- The expenses regarding site visits and tours will be reimbursed by OSPCB as per norms of OSPCB.
- Rent-free furnished office space shall be made available by OSPCB with broadband internet connection facility, air conditioning, printing facility, meeting room, security and housekeeping etc. as per Govt norms, subject to changes from time to time as per policies.
- The agency's professional i.e. consultants/ technical resources deployed on a work will use their own computer/laptop, data cards, etc.

7.6 Payment Terms

Payment shall be made to the selected agency on monthly basis on submission of monthly progress report and monthly invoice based on the number of resources actually deployed. Payment of invoice will be done within 15 days by OSPCB.

Payments shall be subject to deductions of any amount for which the Agency is liable under the RFP conditions. The Price offered by the agency shall be exclusive of GST but inclusive of all other taxes as per the current rate of taxation in force.

Annual increment will be determined as per consumer price index on 1st April of Financial Year after 12 months of date of deployment.

7.7 Penalty Terms

- i. In case of unjustified and unacceptable delay in execution of the assigned work by the agency. For time and material projects, a penalty of 1.0% of the annual work order per quarter of delay in non-deployment of resource will be levied on a pro rata basis subject to maximum limit of 10% of the annual work order value.
- ii. All factors including delay beyond the control of agency should be factored by Consulting organization while taking the project assignment. Risks and its dependency on deliverables should be highlighted before taking the work, which may be considered on a case-to-case basis.
- iii. Limitation of Liability (LoL): The aggregate liability of the agency under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed one times (1x) the total contract value payable under this Agreement. The preceding limitation shall not apply to liability arising as a result of the agency's fraud or willful

misconduct in performance of the services hereunder. In such cases, the liabilities shall be subject to final determination by the arbitrator.

8. Terms and Conditions of Agreement

The agency selected for services will have to sign a contract with OSPCB with the following terms and conditions.

8.1 Adherence to Terms & Conditions

The Bidders who wish to submit their responses to this RFP should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the Bidders, such responses may be disqualified and may not be considered for the selection process.

The Agency shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of OSPCB.

The Agency shall, subject to the provisions of the assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

8.2 Relationship

- i) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “OSPCB” and the “bidder”. No partnership shall be constituted between OSPCB and the bidder by virtue of this contract nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this contract or any other contract a partnership has been constituted, or that it has any such power. The Bidders shall be fully responsible for the services performed by them or on their behalf.
- ii) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for promotional purpose without first having obtained the other party’s prior written approval.

8.3 Right to Rejection and Right to Annulment

OSPCB reserves the right to reject any request for agreement and to annul the agreement process and reject all such requests at any time prior to agreement, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

OSPCB also reserves the right to employ any agency outside of the list of empaneled agencies.

8.4 No Obligation

This RFP does not guarantee that any or all Bidders shall be awarded any project / assignment as a result of this bidding.

8.5 Fraud and Corruption

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such performance and execution of the awarded project(s). The following terms apply in this context:

OSPCB will reject the contract, if the agency, has been determined by OSPCB to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of OSPCB or any personnel during the tenure of contract.
- ii) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to OSPCB, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive OSPCB of the benefits of free and open competition.
- iii) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
- iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
- v) "Collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the OSPCB, designed to establish prices at artificial, non-competitive levels; OSPCB will reject an application for award, if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the contract.

8.6 Confidentiality

Information relating to evaluation of application and recommendations concerning awards shall not be disclosed by OSPCB to the Bidders who submitted the applications or to other persons not officially concerned with the process. Similarly the undue use by any applicant of "confidential information" if any related to the contract process may result in the rejection of their applications.

"Confidential Information" means any and all information that is or has been received by the "Receiving Party" i.e. bidder, from the "Disclosing Party" i.e. OSPCB and that:

- i) Relates to the OSPCB; and

- ii) Is designated by the OSPCB as being confidential or is disclosed in circumstances where the bidder would reasonably understand that the disclosed information would be confidential or
- iii) Is prepared or performed by or on behalf of the OSPCB by its employees, officers, directors, agents, representatives or consultants.
- iv) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by OSPCB with the Bidder.
- v) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- vi) Information disclosed pursuant to this clause will be subject to confidentiality for perpetual period.
- vii) No information shall be disclosed to any third party / person without explicit written consent of OSPCB.
- viii) Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use OSPCB’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The Bidder shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of OSPCB and shall not,

- i) Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub- contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The bidder shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub- contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

- ii) Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of OSPCB or its beneficiaries or their projects.

In maintaining confidentiality hereunder, the Bidder on receiving the Confidential Information and materials agrees and warrants that it shall:

- i) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
- ii) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
- iii) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- iv) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform OSPCB of such disclosure officially in writing through e-mail and immediately return OSPCB all such Information and materials, in **whatsoever form, including any and all copies thereof**
- v) The Bidder who receives the Confidential Information and materials agrees that on receipt of a written demand from the OSPCB;
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the bidder's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers, to the extent that the same contain, reflect or derive from Confidential Information relating to the OSPCB
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/ her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with
 - e) The rights in and to the data/ information residing at OSPCB's premises, including at the Disaster Recovery Centre even in the event of disputes shall at all times solely vest with OSPCB.
- vi) This shall not be applicable and shall impose no obligation on the bidder with respect to any

portion of Confidential Information which:

- a) Was at the time received or which thereafter becomes, through no act or failure on the part of the bidder, generally known or available to the public;
- b) Is known to the bidder at the time of receiving such information as evidenced by documentation then right-fully in the possession of the bidder;
- c) Is furnished by others to the bidder without restriction of disclosure;
- d) Is there after rightfully furnished to the bidder by a third party without restriction by that third party on disclosure;
- e) Has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Bidder shall promptly notify OSPCB of **such requirement with a view to providing OSPCB an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure**
- f) Was independently developed by the bidder without the help of the Confidential Information.

On termination of the RFP and subsequent agreement, each Party must immediately return to the other Party or delete or destroy all Confidential Information of the other Party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and documentation that has been provided to OSPCB which is contemplated for continued realization of the benefit of the services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to OSPCB's data or data of OSPCB beneficiaries, including but not limited to the "OSPCB Clients or Projects" or the "OSPCB employees" personal data or such other information as OSPCB is required by any law to protect for an indefinite period, such Confidential Information shall be protected by the bidder for an indefinite period.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of OSPCB and its disclosure under the contract shall not confer on the Bidder any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and OSPCB.

OSPCB shall use the deliverables only for internal use as per the agreement.

Disclosure to third parties shall be after removing Bidder's reference, except when the information is required for submission to statutory / regulatory authorities or its promoters.

8.7 Indemnity

The selected Agency will indemnify OSPCB against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of software/ hardware/ manpower etc. and related services or any part thereof. OSPCB stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period OSPCB also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project.

8.8 Substitution of Program Team Members

During the assignment, the substitution of resources will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected Agency, as the case maybe, can do so only with the prior written concurrence of OSPCB and by providing the replacement staff of the same or higher level of qualifications and competence. However, OSPCB reserves the unconditional right to insist the selected Bidder to replace any team member with another with the same or higher level of qualifications and competence.

8.9 Termination / Withdrawal

- i) OSPCB reserves the right to terminate contract of the agency in any of following circumstances:
 - a) Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the Consulting Organization.
 - b) Breach of terms of Contract by the agency which in the opinion of OSPCB is material.
 - c) Information provided to OSPCB is found to be incorrect.
 - d) Contract conditions are not met within specified time period.
 - e) Misleading claims about the contract status are made.
 - f) Clear evidence is received that agency has breached copyright laws.
- ii) If the agency does not execute the contract to the satisfaction of the OSPCB then the OSPCB may invoke any or all of the following clauses.
 - a) Forfeit the Performance Bank Guarantee Amount.
 - b) Terminate the contract without any liability of OSPCB towards the agency.

8.10 Only One Application

A bidder can submit only one bid on its own. If a bidder submits more than one bid, all the bids will be disqualified.

8.11 Amendment

At any time prior to deadline for submission of bids, OSPCB may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all Bidders.

8.12 Disclaimer

- i) This RFP is not an offer by the OSPCB, but an invitation to receive responses from eligible interested Bidders as consulting agencies for OSPCB. No contractual obligation whatsoever shall arise from this process.
- ii) The evaluation shall be strictly based on the information and supporting documents provided by the Bidders in the bid submitted by them. It is the responsibility of the Bidders to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by OSPCB is not provided by applicant, OSPCB may choose to proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.
- iii) This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which Bidder will be responsible. The Bidder, by participation in this RFP, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by OSPCB for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

8.13 Binding Clause

All decisions taken by the OSPCB regarding this contract shall be final and binding on all concerned parties.

8.14 Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

The Agency should provide professional, objective and impartial advice at all times and hold OSPCB's interest paramount and should observe the highest standard of ethics, values, code of

conduct and honesty while executing the assignment. Agency's Obligations

- i) The Agency will be obliged to work closely with the OSPCB's staff, act within its own authority and abide by directives issued by the OSPCB.
- ii) The Agency will abide by the work safety measures prevalent in Odisha and in India and will free the OSPCB from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the OSPCB responsible or obligated under any circumstances.
- iii) The Agency will be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- iv) The Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to OSPCB's interest.
- v) Consulting agency should ensure that necessary background verification has been carried out before assigning the professionals to the OSPCB.
- vi) OSPCB will directly deal only with the Consulting agency and will not make any direct payment to the professionals provided by the agency.

8.15 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder due to prior, current, or proposed contracts, engagements, or affiliations with OSPCB. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements for the concerned work.

The agency should not be involved in any way on those work assignments where there is any scope of conflict of business interest.

Wherever there is any scope of conflict of business interest, the agency has to choose only one role that is either to take the assignment as a part of contract or to opt for other business opportunities.

8.16 Intellectual Property Rights

- i) OSPCB shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to OSPCB and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of OSPCB. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party.

- ii) The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep OSPCB indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

8.17 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the OSPCB as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the OSPCB may at his option, terminate the contract. In event of such termination, the agency shall be entitled for the commensurate payments accrued for the services rendered till the date such termination.

8.18 Arbitration

- i) If a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation act 1996 as amended from time to time.
- ii) The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the both the parties. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
- iii) The arbitrator(s) shall be mutually appointed. However, in case of no agreement the matter, within 30 days from the reference of the dispute, the arbitrator shall be appointed under the respective provisions of the Arbitration Conciliation Act, 1996.
- iv) The decision and award of the arbitrator so appointed shall be final and binding on both the parties.

8.19 Applicable Law

The agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

OSPCB reserves the right to conduct an audit/ ongoing audit of the consulting services provided by the selected Bidder. OSPCB reserves the right to ascertain information from other institutions to which the Bidders have rendered their services for execution of similar programs.

8.20 No Employer Employee Relationship

The selected Bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with OSPCB or any of its employees / officers / staff / representatives / personnel / agents.

8.21 Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Bhubaneswar only.

8.22 Change of Order

OSPCB may request a change order (“Change Order”) in the event of major change to the scope of Statement of Work/Purchase Order. Agency will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee.

9. Formats

9.1 Form 1: Cover Letter

(To be submitted on the Bidder Letterhead)

To

**The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012**

Subject: RFP for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Ref: RFP Reference No _____, **dated** _____

Dear Sir/Madam,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, **dated** _____. Our proposal will be valid for acceptance up to **180 Days** (from the date of opening of the technical proposal) and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ToR/Scope including of our technical proposal is found to be deviated, then your organization shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully

Authorized Signatory with date

Name & Designation

Address of the Bidder

COMPANY SEAL

9.2 Form 2: Bidder's Organization (General Details)

(To be submitted on the Letterhead of the Bidder)

1. Name of Bidder:
2. Incorporated as _____ in year _____ at _____
(State Registered Firm, Co-operative Society or Partnership Firm)
3. Registered Address of Bidder:
4. Address for Communication:
5. Name, Designation and Address of the contact person to whom all references shall be made regarding this Bid:
6. Telephone no. of contact person (if any):
7. Mobile no. of contact person:
8. Fax no. of contact person (if any):
9. E-mail address of contact person:
10. GST Number of the Firm:
11. PAN No. of the firm:
12. Address of local office in Odisha
13. Name and contact details of the contact person in Bhubaneswar, if any:

Authorized Signatory with date

Address of the Bidder

Name & Designation:

COMPANY SEAL

9.3 Form 3: Acceptances of Terms & Conditions

(To be submitted on the Letterhead of the Bidder)

To

**The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012**

Subject: RFP for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Ref: RFP Reference _____, dated _____.

Sir,

I, _____ (Name & Designation) have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha”.

1. I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company.
2. I, solemnly affirm on behalf of my company/ firm that the facts stated in the bid document about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from bid process.
3. I permit OSPCB to inspect our records to ascertain the above facts.
4. I permit OSPCB to cross check the above facts from any other source.
5. I or my authorized representative, if required by OSPCB, would make a presentation before the duly constituted Committee at my own cost.
6. I will abide by the decision of OSPCB regarding the bidding.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Authorized Signatory with date

Name & Designation:

Address of the Bidder

COMPANY SEAL

9.4 Form 4: Bidder's Authorization Certificate/ Power of Attorney

(To be submitted on the Letterhead of the Bidder)

To

**The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012**

Subject: RFP for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Ref: RFP Reference _____, dated _____.

Sir,

<Name>, <Designation> is hereby authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing the above said bid. His/Her contact mobile no is <Mobile No> and e-Mail id is <Email Id> for the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:

Verified Signature:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

9.5 Form 5: Undertaking

(To be submitted on the Letterhead of the Bidder)

To

**The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012**

Subject: RFP for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Ref: RFP Reference _____, dated _____.

Sir,

In response to the RFP document subjected above, I/We hereby declare that presently our Company/ firm _____ is having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Government / State Government / Union Territory Government / PSU / Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted / debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any Central Government / State Government / Union Territory Government / PSU / Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully

Authorized Signatory with date
Address of the Bidder
Name & Designation:
COMPANY SEAL

9.6 Form 6: Performance Bank Guarantee

To

**The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012**

Subject: RFP for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Whereas, «name of the supplier and address» (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<<insert date>> Not withstanding anything contained herein:

- i) Our liability under this bank guarantee shall not exceed Rs <<insert value>> (Rupees<<insert value in words>>only).
- ii) This bank guarantee shall be valid upto <<insert scheduled date of contract completion>>.
- iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising

under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

Thanking you,

(Authorized Signatory of the Bank)

Seal:

Date:

9.7 Form-7: Approach & Methodology

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should present the required information]

9.8 Form-8: Format of curriculum Vitae (CV) for Proposed Key Resources Person

1. Proposed Position:

2. Name of Agency:

3. Name of the Resource:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college / university and other specialized education of resource person, giving names of institutions, degrees obtained, and dates]

7. Membership in Professional Associations:

8. Other Trainings:

9. Countries of Work Experience:

10. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

11. Employment Record:

[Starting with present position, list in **reverse order** every employment held by resource person since graduation, giving for each employment (see format here below): dates of employment, name of the employer and positions held.]

Sl. No.	Employer	Duration of Engagement (From – To date)	Position held

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

[Among the Assignment/jobs in which the resource person has been involved, indicate the following information for those Assignment /jobs that best illustrate resource person’s capability to handle the tasks of OSPCB

Name of the Project
Year (From - To)
Location
Name of the Client

Brief Project details including project cost in Rupees
Position Held
Activities Performed

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Resource Person with Date _____

9.9 Form-9: Financial Proposal Format

(To be submitted on the bidder's letterhead in original along with the Proposals (Envelope C))

To
The Member Secretary,
State Pollution Control Board, Odisha
Paribesh Bhawan
A/118, Nilakantha Nagar,
Bhubaneswar – 751012

Subject: Financial Proposal for Selection of Consultancy Firm for Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha

Ref: RFP No.: _____ dated _____

Dear Sir/Madam,

I/We, the undersigned, offer to provide Consultancy Support for Setting up of Project Management Unit (PMU) for State Pollution Control Board, Odisha in accordance with your RFP No. _____ dated ____.

Our Financial Proposal is as below:

Sl. No.	Name of the Position	Number of Resource	Cost Per Month (in Rs.) (Excluding Taxes)	Total Cost for Year 1 (in Rs.) (Excluding Taxes)	Total Cost for Year 2 (in Rs.) (Excluding Taxes)	Total Cost for Year 3 (in Rs.) (Excluding Taxes)	Total Cost for 36 Months (in Rs.) (Excluding Taxes)
1.	Team Leader	1					
2.	IT and Data Analysis Expert-1	1					
3.	IT and Data Analysis Expert-2	1					
4.	Waste Management Exert (Industrial)	1					
5.	Waste Management Exert (Non-Industrial)	1					

Sl. No.	Name of the Position	Number of Resource	Cost Per Month (in Rs.) (Excluding Taxes)	Total Cost for Year 1 (in Rs.) (Excluding Taxes)	Total Cost for Year 2 (in Rs.) (Excluding Taxes)	Total Cost for Year 3 (in Rs.) (Excluding Taxes)	Total Cost for 36 Months (in Rs.) (Excluding Taxes)
6.	Social Media Expert-1	1					
7.	Social Media Expert-2	1					
8.	Training and Capacity Building Expert	1					
	Total	8					

In Words

Yours faithfully

Authorized Signatory with date

Name & Designation

Address of the Bidder

COMPANY SEAL

Note:

During the first three years, there shall be no escalation of professional fees. However, after completion of three years based on the satisfactory performance there shall have an escalation of 5 % year-on-year after the completion of the three year of contract execution subject to extension of contract period. Total quoted amount should be the sum of all three years) for the three-year contract period. The total cost should be exclusive of GST and other applicable taxes.

9.10 Form-10: Bidders Past Experience Details

Assignment Name:	Approx. Value of Services (in INR):
Location within Country:	Duration of Assignment (in Months)
Name of Client:	No. of Staff-Months:
Address:	Start Date: Completion Date:
Narrative Description of Project:	
Description of Actual Services Provided by the Agency	

10. Check List:

Particulars	Submitted (Yes/No)	Remarks
Form 1		
Form 2		
Form 3		
Form 4		
Form 5		
Form 6 (to be submitted only if EMD is provided through Bank Guarantee)		
Form 7		
Form 8		
Form 9		
Form 10		
Tender Fee Details		
EMD Details		

N.B.: The Bid along with all the Forms should be enclosed with all the required testimonials / supporting documents as per the RFP and corrigendum issued.

Authorized Signatory with
 Address of the Bidder
 Date
 Name & Designation
 COMPANY SEAL