

**Request for Proposal (RFP)**  
**for**  
**Professional Consulting Agency / Institution to bring together existing data, carryout**  
**additional Environmental Studies to bring out comprehensive status report on**  
**environmental conditions in Industrial Clusters in Visakhapatnam district of**  
**Andhra Pradesh**

Issued on 28th February 2020



**Addre** Member Secretary  
**ss:** ANDHRA PRADESH POLLUTION CONTROL BOARD  
Door No. 33-26-14D/2, Near Sunrise Hospital, Kasturibaipet, Vijayawada -  
520010,  
Andhra Pradesh.  
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**te:**

**Mode of Selection: Quality and Cost Based Selection**  
**(QCBS)**

Request for Proposal – Key dates

<b>RFP No. APPCB-04/11/.2019-Visakhapatnam-DOI Dt.</b>		
1	Nature of the assignment	Engaging Professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in industrial clusters in Visakhapatnam district of Andhra Pradesh.
2	RFP Issue Date	10.00 AM, 28.02.2020
3	Submission of clarifications	Clarifications on RFP to be submitted to <a href="mailto:crajasekhar@appcb.gov.in">crajasekhar@appcb.gov.in</a>
4	Pre-Bid Date	11:00 AM(IST), 10.03.2020
5	Last date & time for submission of Proposal (Bid Due Date) (BDD)	03:00 PM(IST), 24.03.2020
6	Date & time for opening of Part I Pre- qualification and Technical Proposal	Will be intimated later
7	Date and Time of opening of Part II Financial proposal	Will be intimated later
8	Proposal Processing Fee (Non Refundable)	<p>The Tender should be accompanied by Processing fee to the value of INR.10,000/- by RTGS from any Commercial Bank. The RTGS/NEFT, it should be paid into account mentioned hereunder and a letter stating the same with proof of payment in form of relevant bank statement and signed by the authorized signatory shall be provided:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Name of the Bank &amp; Branch: State Bank of India, Prajashakti Nagar, Vijayawada, Andhra Pradesh</li> <li><input type="checkbox"/> IFSC/NEFT code: SBIN0007899</li> <li><input type="checkbox"/> A/C number: 62002714456</li> <li><input type="checkbox"/> A/C NAME: The Member Secretary, A. P. Pollution Control Board (Saving Account)</li> </ul>
9	Earnest Money Deposit (Refundable)	The Tender should be accompanied by Processing fee to the value of INR. 1,00,000/- by RTGS from any Commercial Bank. The RTGS/NEFT, it should be paid into account mentioned hereunder and a letter stating the

	<p>same with proof of payment in form of relevant bank statement and signed by the authorized signatory shall be provided:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Name of the Bank &amp; Branch: State Bank of India, Prajashakti Nagar, Vijayawada, Andhra Pradesh</li> <li><input type="checkbox"/> IFSC/NEFT code: SBIN0007899</li> <li><input type="checkbox"/> A/C number: 62002714456</li> <li><input type="checkbox"/> A/C NAME: The Member Secretary, A. P. Pollution Control Board (Saving Account)</li> </ul>
Performance Bank Guarantee	10 % of the project value in the form of performance bank guarantee in favour of "Member Secretary, APPCB, Vijayawada" by the selected bidder.

**Note:** Validity of Proposal shall be 90 days from the Bid Due Date (BDD)

### **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Board or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Board to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Board in relation to the Consultancy. Such assumptions, assessments and statements do not support to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Board, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Board accepts no responsibility for the accuracy or

otherwise for any interpretation or opinion on the law expressed herein.

The Board, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or

regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Board also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Board is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Board reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Time and Quality is of essence. The Board reserves the right to go ahead with the bid process in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

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

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## **Introduction**

### **1.1 Background**

Greater Visakhapatnam city in Visakhapatnam district is situated in North Eastern Coast of Andhra Pradesh with a topography like a spoon shaped basin surrounded by hill ranges on three sides and sea on the other side and is often called as bowl area for assessment of environmental related issues. The hill ranges cause inversion conditions particularly in winter season. Visakhapatnam attracted for establishment of major industries like M/s. Hindustan Petroleum Corporation Ltd., M/s. Visakhapatnam Steel Plant, M/s. Visakhapatnam Port Trust, M/s. Coromandel International Ltd., M/s. Rain CII India Ltd., M/s. Essar Steels India Ltd, M/s. Andhra Petro Chemicals Ltd, etc., due to close proximity to a natural harbour and sea port. With the establishment of major industries in the core area of Visakhapatnam and few more industrial parks like JNPC, Pharamacity, Parawada and SEZ, APIIC, Atchuthapuram in the sub-urban areas, hence the city occupied place in the map of pollution potential areas. Major habitations and industries are co-existing in the bowl area (habitation developed on surroundings of all major industries). The A.P. Pollution Control Board decided to engage International / National Consulting Agency to study the pollution related problems, suggest measures for mitigation and design a futuristic sustainable Environment Management Plan for Visakhapatnam city as well as the district.

### **1.2 Request for Proposal**

The Board invites bids for engaging professional consulting agency to study all the available reports and studies done in past few years by various agencies like CPCB, APPCB, Universities and other agencies, to carryout additional Environmental Studies, to study the pollution related problems, suggest measures for mitigation and design a futuristic sustainable Environment Management Plan for Visakhapatnam city as well as other industrial clusters in the district, Stakeholders Consultations and preparation of Environment Management Plan for Visakhapatnam city as well as the other industrial clusters through an open competitive bidding process in accordance with the procedure set out herein. The details on the scope of services are provided in the Terms of Reference (TOR) of this RFP.

### **1.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids. Written queries can be sent to the Board by date and time specified in this RFP.

### **1.4 Validity of the Bids**

The Proposal shall be valid for a period of 90 days from the Bid Due Date (the "BDD"). In

exceptional circumstances, prior to the expiry of the original proposal validity period, the Board may request applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, applicants will not be permitted to modify their bids submitted already.

### **1.5 Consultancy period**

The Applicant will be required to submit their report within 2 months period from the date of awarding the work.

### **1.6 Brief Description of Selection Process**

The Board has adopted a two stage selection process (collectively the "Selection Process") in evaluating the bids comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in this RFP. The Financial Proposal of the eligible and technically qualified bids will only be opened for consideration under QCBS evaluation. Bids will finally be ranked according to their combined technical and financial scores. The Proposal evaluation process is detailed in this RFP. The details of eligibility criteria (experience and financial) are provided in this RFP.

### **1.7 Currency for payment**

1.7.1 All payments to the Applicant shall be made in INR in accordance with the provisions of this RFP.

### **1.8 Schedule of Selection Process**

The Board would endeavor to adhere to the key dates as provided in the beginning of the RFP.

### **1.9 Communications**

1.9.1 All communications including the submission of Proposal should be addressed to:

**Andhra Pradesh Pollution Control Board**

Address: The Member Secretary, A. P Pollution Control Board, Vijayawada

Phone No. : 0866 - 2463204

Email: membersecy@appcb.gov.in

1.9.2 The Official Website of the Board is: <http://pcb.ap.gov.in>

1.9.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

Selection of Professional Consulting Agency to carryout Environmental Studies, Stakeholder Consultation and Road Map Preparation in Visakhapatnam District



## Instructions to Applicants

### 2.1 Scope of the Bid

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. Any firm / company that has necessary requisite experience and capabilities required for undertaking this assignment, can participate in the Selection Process in response to this RFP. The manner in which the Proposal is required to be submitted, the manner it is evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Board through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Board's decisions are final and binding without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its bids in the form and manner specified in this Section of the RFP. The Technical bid shall be submitted in the forms at **Appendix-I** and the Financial bid shall be submitted in the form at **Appendix-II**.

### 2.2 Eligibility of Applicants – Pre-qualification Criteria

2.2.1 Applicants must read carefully the pre-qualification criteria provided herein. Bids of only those Applicants who satisfy the pre-qualification criteria will be considered for technical evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following **pre-qualification** criteria:

- i. Consulting Agency/ Applicant should be a registered firm/company/partnership with at least 5 years of presence either in India or overseas.
- ii. Any entity which has been barred by the Central Government or State Government in the last 5 years for poor performance or unfair practices will not be eligible to bid. Additionally an Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- iii. Consulting Agency must have consulting services revenue of **Rs. 10 Crore** and above in the last three financial years (2015-16, 2016-17 and 2017-18). (A certificate from Chartered Accountant should be submitted).
- iv. The agency must have earned profits and paid income tax in the preceding two years.

2.2.3 The Applicant should submit a Power of Attorney as per the format in Appendix-I; provided.

2.2.4 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested/relevant information.

### **2.3 Number of Bids**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.

### **2.4 Cost of Bids**

The Applicants shall be responsible for all of the costs associated with the preparation of their bids and their participation in the Selection Process including subsequent negotiation, visits to the Board, etc. APPCB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **2.5 Visit to the Board and verification of information**

Applicants are encouraged to submit their respective bids after visiting the Andhra Pradesh Pollution Control Board, Vijayawada and ascertaining for themselves the availability of any relevant documents and other data, Applicable Laws and regulations or any other matter considered relevant for the preparation of the bids.

### **2.6 Acknowledgement by Applicant**

2.6.1 It shall be deemed that by submitting the bids, the Applicant has:

- i. made a complete and careful examination of the RFP;
- ii. received all relevant information requested from the Board;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Board as per Clause 2.5;
- iv. satisfied itself about all matters, things and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 Board shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given in this RFP

## **2.7 Right to reject any or all Bids**

2.7.1 Notwithstanding anything contained in this RFP, the Board reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

### **2.7.2 Without prejudice to the generality, Board reserves the right to reject any Proposal if:**

- i. at any time, a misrepresentation is made or discovered, or
- ii. the Applicant does not provide, within the time specified, the supplemental information sought for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the bids have been opened and the highest ranking Applicant gets disqualified / rejected, then Board reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Board, including annulment of the Selection Process.

## **2.8 Contents of the RFP**

2.8.1 This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued:

### **Request for Proposal**

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

#### **Schedules**

Schedule 1 – Terms of Reference

#### **Appendices**

1. Schedule 1 – Technical Proposal
2. Schedule 2 – Financial Proposal

## **2.9 Clarifications**

2.9.1 Applicants requiring any clarification on the RFP may send their queries in writing (email) before as mentioned in the key dates in the beginning of the RFP. The Board shall endeavour to respond to all queries before 3 days of the submission date. Replies to all such queries shall be posted on the Official

Website without identifying the source of queries.

2.9.2 Board reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as an obligation to respond to any question or to provide any clarification.

## **2.10 Pre-Bid Meeting**

Pre-Bid Meeting shall be conducted as per the schedule provided in this RFP.

## **2.11 Amendment of RFP**

2.11.1 At any time prior to the deadline for submission of Proposal, the Board may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Board may, in its sole discretion, extend the BDD.

## **2.12 Language**

2.12.1 Bids with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFP. Board would evaluate only those Bids that are received in the specified forms and complete in all respects.

2.13.2 Board shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initiated. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal.

2.13.4 Applicants should note the Bid Due Date(BDD) for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained, and that evaluation will be carried out only on the basis of Documents received by the closing time of BDD as specified. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## 2.14 Earnest Money Deposit

2.14.1 An Earnest Money Deposit (EMD) in the form of a Demand Draft, from a scheduled Indian Bank in favor of Member Secretary, A.P. Pollution Control Board, payable at Vijayawada, for the sum of Rs 1,00,000/- (Rupees one Lakh Only) shall be required to be submitted by each Applicant.

**2.14.2** The EMD in original shall be placed in an envelope and marked as —EMD— [**RFP for Professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in Industrial Clusters in Visakhapatnam district of Andhra Pradesh**] and — Not to be opened except in the presence of evaluation committee. This envelope shall be placed along with the 'original' Technical Proposal.

2.14.3 Bids received without the specified Earnest Money Deposit will be summarily rejected.

2.14.4 Board will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, post issuance of the work order to the Selected Applicant or if the selection process is cancelled by Client. The selected Applicants' Earnest Money shall be returned, without any interest, after 2 months of issuance of the work order.

2.14.5 Board will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Board in regard to the RFP without prejudice to Board's any other right or remedy under the following conditions:

- i. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
- ii. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- iii. In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order

within the specified time limit, or iv. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

## **2.15 Performance Bank Guarantee**

2.15.1 Successful applicant shall be required to submit a performance bank guarantee of 10 percent of total value of the work towards performance security. It shall be retained for the duration of the engagement.

2.15.2 Terms of performance bank guarantee shall be discussed and detail at the time of contract discussion.

## **2.16 Technical Proposal**

2.16.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.16.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- i. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- ii. CVs of all Key Personnel have been included;
- iii. key Personnel have been proposed in line with Conditions of Eligibility for key personnel
- iv. no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- v. the CVs have been recently signed and dated, by the respective Personnel and countersigned by the authorized representative of Applicant;
- vi. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- vii. Key Personnel proposed have good working knowledge of English language;
- viii. Key Personnel would be available for the period indicated in the TOR;
- ix. Bid Processing Fee: Demand Draft of Rs. 10,000/- in favor of Member Secretary, Andhra Pradesh Pollution Control Board, Vijayawada to be accompanied

2.16.3 Failure to comply with the requirements spelt out in this Clause 2.16 shall make the Proposal liable to be rejected.

2.16.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment for a period of 3 (three) years. The award of this Consultancy to the Applicant will also be liable to cancellation in such an event.

2.16.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.16.6 The proposed team shall include experts and specialists (the "Key Personnel") in their respective areas of expertise such that the Consultant should be able to

complete the Consultancy within the specified time schedule. The CV of each Key Personnel should be submitted in the format in Appendix-I.

2.16.7 Board reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by Board to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of Board there under.

2.16.8 In case it is found during the evaluation or at any time before issuance of LOA or after its issuance, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant by issue of the LOA and if the Selected Applicant has already been issued the LOA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Board without Board being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case maybe.

## 2.17 Financial Proposal

2.17.1 Applicants shall submit the financial proposal in the format at Appendix-II (the "Financial Proposal") clearly indicating the cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorized representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.17.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, reimbursable viz laboratory analysis charges, accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including breakdown of costs) shall be expressed in INR.

## 2.18 Submission of Proposal

2.18.1 The Applicants shall submit the Proposal in a bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. **The proposal shall be submitted to APPCB drop box, addressed to the Member Secretary, D.No 33-26-14D/2, Near Sunrise Hospital, Pushpa Hotel Centre, Chalamalavari Street, Kasturibaipet, Vijayawada – 520010, India.**

2.18.2 The Proposal will be sealed in an outer envelope which will bear the address of BOARD, Consultancy name and the name and address of the Applicant. It shall bear on top, the following:

**“Do not open, except in presence of the Authorized Person of BOARD”**

If the envelope is not sealed and marked as instructed above, BOARD assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.18.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain the Application in the prescribed formats in Appendix I and supporting documents. The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format at Appendix-II.

2.18.4 Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialed by the person signing the Proposal.

2.18.5 The completed Proposal must be delivered on or before the specified time on BDD. Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

2.18.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.18.7 The rates quoted shall be firm throughout the period of performance of the assignment.

## **2.19 Bid Due Date**

2.19.1 Bids should be submitted on the BDD specified at Clause 1.8 the address provided in Clause 1.9 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.19.2 The Board may, in its sole discretion, extend the BDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.20 Late Bids**

Bids received by BOARD after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.



## 2.21 Modification/ substitution/ withdrawal of Bids

2.21.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by BOARD prior to BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.

2.21.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.21.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the BDD, unless the same has been expressly sought for by BOARD, shall be disregarded.

## 2.22 Evaluation of Bids

2.22.1 BOARD shall open the Bids on the date & time specified at the place specified in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first to assess the compliance to Pre-qualification condition, followed by technical evaluation and presentation. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later time.

2.22.2 Bids for which a notice of withdrawal has been submitted shall not be opened.

2.22.3 Prior to evaluation of Bids, BOARD will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

The applicants meets the pre-qualification criteria

- i. the Technical Proposal is received in the forms specified at Appendix-I and is accompanied by the Earnest Money Deposit;
- ii. the Technical proposal is received in bound form as defined in this RFP;
- iii. it is received by the BDD including any extension thereof;
- iv. it is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- v. it contains all the information (complete in all respects) as requested in the RFP;
- vi. it does not contain any condition or qualification;
- vii. it is not non-responsive in terms hereof; and
- viii. it strictly does not contain any financial information that may affect the evaluation of financial proposal

2.22.4 BOARD reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BOARD in respect of such Bids.

2.22.5 As part of the evaluation, the Pre-Qualification Bids submitted should fulfill the pre- Qualification Criteria. In case an Applicant does not fulfill the preQualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.22.6 BOARD shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3 of this RFP.

2.22.7 After the technical evaluation, BOARD shall prepare a list of qualified Applicants in terms of Clause 3.1 for opening of their Financial Bids. The opening of Financial Bids shall be done in presence of respective representatives of prequalified Applicants who choose to be present. BOARD will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Bids shall be carried out in terms of Clauses 3.2 and 3.3 and overall disclaimers provided at the start of the RFP.

2.22.8 Applicants are advised that Selection shall be entirely at the discretion of BOARD. Applicants shall be deemed to have understood and agreed that BOARD shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.9 Any information contained in the Proposal shall not in any way be construed as binding on BOARD, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

### **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising BOARD in relation to matters arising out of, or concerning the Selection Process. BOARD shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. BOARD may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or BOARD or as may be required by law or in connection with any legal process.

### **2.24 Clarifications**

2.24.1 To facilitate evaluation of Bids, BOARD may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by BOARD for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal

is not rejected, BOARD may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of BOARD.

## **2.25 Negotiations**

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP and methodology shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, BOARD reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

## **2.26 Indemnity**

The applicant / consultancy firm shall, subject to the provisions of the Agreement, indemnify the Board, for an amount not exceeding value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

**2.27 Award of Consultancy** Generally, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by BOARD to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, BOARD may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

## **2.28 Commencement of the Consultancy**

Generally, the Consultant shall commence the Consultancy within 15 (fifteen) days from the date of issuance of LOA, or such other date as may be mutually agreed. If the Consultant fails to commence the assignment as specified herein, BOARD may invite the second ranked Applicant for negotiations. In such an event, the LOA may be cancelled/terminated.

## **2.29 Proprietary data**

2.29.1 Subject to the provisions of Clause 2.23, all documents and other information provided by BOARD or submitted by an Applicant to BOARD shall remain or become the property of BOARD. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. BOARD will not return any Proposal or any information related thereto. All information collected, analysed, designed, developed,

processed or in whatever manner provided by the Consultant to BOARD in relation to the Consultancy shall be the property of BOARD.

2.29.2 All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of the Board

2.29.3 The Correspondence both Physical and Electronic shall be in the name of the Board.

2.29.4 Dedicated official Mail ID will be provided by the Board which shall alone be used for all correspondence associated with the engagement.

2.29.5 The Consultancy shall not promote their Company in these correspondences and shall not disclose their Identity in any manner.

### **3.0 Evaluation of Bids**

#### **3.1 Evaluation of Technical Bids and Short-listing of Applicants**

3.1.1 Technical bids of only those applicants who fulfill the pre-qualification criteria without any condition shall be evaluated.

3.1.2 The Technical Proposal will be evaluated on the basis of Applicant's experience in similar projects, profile of key personnel. The qualified consultants are short-listed for financial evaluation in the second stage.

#### **3.2 Evaluation of Financial Proposal**

In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF). The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other bids will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

3.3 The Selected Applicant shall be the Applicant having the lowest quote. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in this RFP.

### **4.0 Fraud and Corrupt Practices**

4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BOARD shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.1.2 Without prejudice to the rights of BOARD under Clause 4.1.1 hereinabove and the rights and remedies which BOARD may have under the LOA, if an Applicant or Consultant, as the case may be, is found by BOARD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by BOARD during a period of 3 (three) years from the date such Applicant or Consultant, as the case may be, is found by BOARD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BOARD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of BOARD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- ii. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA, who at any time has been or is a legal, financial or technical consultant/ adviser of BOARD in relation to any matter concerning the Consultancy; ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BOARD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5.0 Miscellaneous

5.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.1.2 BOARD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information
- iii. retain any information and /or evidence submitted to BOARD by on behalf of and /or in relation to any Applicant ;and /or
- iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.1.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases BOARD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.1.4 All documents and other information supplied by BOARD or submitted by an Applicant shall remain or become, as the case may be, the property of BOARD. BOARD will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential. 5.1.5

BOARD reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

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## **Schedule 1 – Terms of Reference (TOR)**

### **6.0 SCOPE OF WORK**

#### **6.1 Objective:**

Selection of Professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in Visakhapatnam district of Andhra Pradesh. The agency shall consult with all stake holders, elicit the opinion of the local people and to prepare sustainable Environment Management Plan for Visakhapatnam city & other industrial clusters.

#### **6.2 Study area :**

**The study shall be conducted in the following Mandals of Visakhapatnam District:**

1. Anakapalli,
2. Sabbavaram,
3. Pendurthi,
4. Anandpuram,
5. Bheemunipatnam,
6. Visakhapatnam (Urban),
7. Visakhapatnam (Rural),
8. Gajuvaka,
9. Pedagantyada,
10. Parawada,
11. Munagapaka,
12. Atchutapuram,
13. Rambilli,
14. S Rayavaram,
15. Nakkapalli,
16. Payakaraopeta

In addition to the above the other item mentioned at 6.3.1.3 also to be studied including marine area upto 3 km from shore.

#### **6.3 APPROACH:**

##### **6.3.1 Water Environment:**

##### **6.3.1.1 Ground water:**

The entire study area shall be divided into 5 Km X 5 Km grids and atleast 3 sampling locations shall be identified in each grid to represent the respective grid. The sample shall be analyzed and compared with the parameters listed in IS 10500:2012 except radioactive materials (Alpha and Beta emitters). Polluted areas and sources shall be identified and remedial measures to be suggested.

### 6.3.1.2 Surface Water:

#### Reservoirs:

All the lakes and reservoirs in the study area shall be identified. Adequate no. of samples shall be collected to represent the entire lake / reservoir. The sample shall be analyzed and compared with the parameters listed in IS 10500:2012 except radioactive materials (Alpha and Beta emitters). Polluted water bodies to be identified, sources of pollution in the catchment shall be identified and action plan to prevent / remediation of lake / reservoir shall be suggested.

#### Flowing channels / Drains:

All the medium and major storm water drains / rivulet shall be identified. Adequate no. of samples shall be collected keeping in view the various inlet sources into the drain / rivulet. The sample shall be analyzed and compared with the parameters listed in IS 10500:2012 except radioactive materials (Alpha and Beta emitters). Polluted drain / rivulet to be identified, sources of pollution in the catchment shall be identified and action plan to prevent / remediation of drain / rivulet shall be suggested. The identified drains into sea in GVMC area are given below:

1. Steel Plant effluent joining sea at Appikonda.
2. Steel Plant effluent joining sea at Gangavaram.
3. Meghadri Gedda surplus channel overflow joining at dockyard bridge finally into sea.
4. Sewage joining at Fishing Harbor.
5. Sewage drain joining sea near Novotel, Beach road.
6. Sewage drain joining sea near RK Beach at Park Hotel.
7. Appughar STP outlet into the sea.
8. Sewage drain joining sea near Jodugullapalem.
9. Sewage drain joining sea near Sagar Nagar.

In addition to the above, other drains confluence into the sea also studied.

### 6.3.1.3 Marine Pollution:

- a. The study area to be divided into adequate no. of zones between Pydibheemavaram and to Kesavaram of North coastal Andhra Pradesh and the monitoring to be carried out. At each zone, sampling stations shall be identified in and around the marine outfall points for monitoring of chemical and biological parameters.
- b. The consultant shall monitor the chemical parameters of DO, BOD, Nutrients ( $\text{NH}_3\text{N}$ ,  $\text{NO}_3\text{-N}$ ,  $\text{NO}_2\text{-N}$ , TN,  $\text{PO}_4^{3-}\text{-P}$ ,  $\text{SiO}_4\text{-Si}$ , TP, TSM, pH, PHC). Microbiological parameters, viz., Total viable count, Total coliform, E.Coli and Biological parameters, i.e., phytoplankton, zooplankton, benthic fauna shall be monitored.
- c. The toxicological studies on the treated effluent to know the



survival rate of test organisms shall be carried out.

d. The marine outfalls from industries in the study area are as follows:

1. M/s. Andhra Organics Limited, IDA Pydibheemavaram (V), Ranasthalam (M), Srikakulam District
2. M/s. Aurobindo Pharma Limited, Pydibheemavaram (V), Ranasthalam (M), Srikakulam District
3. M/s. Lantech Pharmaceuticals Ltd, Pydibheemavaram, Ranasthalam (M), Srikakulam District
4. M/s. Mylan Laboratories Limited, G. Chodavaram (V), Pusapatirega (M), Vizianagaram District
5. M/s. SMS Pharmaceuticals Ltd., Pusapatirega (M), Vizianagaram District
6. M/s. Divi's Laboratories Limited, Chippada (V), Bheemunipatnam (M), Visakhapatnam
7. M/s. JN Pharma City Limited, Parawada, Visakhapatnam
8. M/s. Brandix India Apparel City Pvt. Ltd, APSEZ, Atchuthapuram (M), Visakhapatnam
9. M/s. Hetero Drugs Limited & Hetero Laboratories Limited, Neelakonda Narsapuram (V), Nakkapalli (M), Visakhapatnam District
10. M/s. Deccan Fine Chemicals (India) Private Ltd, Kesavaram (V), Vankatanagaram (P), Payakaraopeta (M), Visakhapatnam District
11. M/s. Atchutapuram Effluent Treatment Limited, CETP, APSEZ, Atchutapuram, Visakhapatnam (Yet to be commissioned).

#### **6.3.1.4 Sewage:**

The existing sewage system and the sewage treatment plants in the Study area shall be mapped. The sewage treatment plants shall be evaluated and suggestions for improving the performance of STPs shall be suggested. The locations where sewage / sullage is entering the water bodies viz., reservoirs / lakes and drains / rivulets shall be identified and action plan for diversion / treatment shall be suggested to reduce the impact of the sewage / sullage on water bodies.

#### **6.3.2 AIR ENVIRONMENT:**

The study area shall be divided into 5 Km X 5 Km grids and comprehensive air quality data shall be obtained in every grid duly taking into consideration the historic windrows pattern for location of monitoring stations. The obtained results / samples shall be analyzed for apportionment of various sources of air pollution.

The point, line and area sources of emissions from the industries, service sector and

vehicular pollution which are likely to have impact on the air quality of the study area due to prevailing meteorological conditions shall be identified and comprehensive source data of pollutants shall be obtained. Static non point sources like cargo heaps, fuel heaps in various facilities shall be identified.

Vehicular data and traffic volume index at adequate no. of identified strategic points shall be obtained along with air quality data with specific reference to emission factors of different types of vehicles.

The emissions from the municipal solid waste disposal facility shall also be estimated.

The ground level concentrations (GLC) shall be obtained by using appropriate models with all the above inputs and also with specific reference to varying mixing heights and other prevailing meteorological conditions.

The obtained results from modelling shall be compared with the actual monitored data and action plans shall be prepared to bring down the air pollution levels keeping in view all the sources contributing the air pollution in the study area.

The consultant has to carry out specific air quality study in BOWL Area. Visakhapatnam city lies within two major hill ranges i.e., Yarada and Adavivaram (Simhachalam) hill ranges. These two hill ranges cause inversion conditions particularly during winter season. Major habitation and industries co-exist in the bowl area. (Habitation developed in the surroundings of all major industries). The major industries located in BOWL area are as follows:

1. M/s. Visakhapatnam Port Trust
2. M/s. Hindustan Petroleum Corporation Ltd, Visakh refinery,
3. M/s. Coromandel International Ltd.,
4. M/s. Rain CII India Ltd.,
5. M/s. Essar Steels India Ltd.,
6. M/s. Andhra Petro Chemicals Ltd.,

### **6.3.3 SOLID WASTE MANAGEMENT:**

#### **6.3.3.1 Municipal Solid Waste:**

The process of waste collection, transportation and disposal shall be studied in detail and action plan for management of entire quantity of municipal solid waste as per MSW Rules 2016 shall be suggested.

#### **6.3.3.2 Bio-Medical Waste:**

The process of bio medical waste segregation, collection, transportation and disposal shall be studied in detail and the performance of BMW facilities shall be evaluated and improvements required shall be suggestions.

#### **6.3.3.3 Industrial Waste Management:**

The industries located in the catchments of the drains / rivulets and lakes / reservoirs in the study area shall be identified and the possible locations of the runoff from the these units joined the water bodies shall be identified and water quality of the drains shall be analysed for the parameter depending on the type of industry and check measures to prevent contaminated runoff into the water bodies shall be suggested.

#### **6.4 Stakeholders Consultation:**

The consultant shall take up public consultation during various stages of monitoring for the above environmental components with the concerned stakeholders like NGOs, residential welfare associations, stake holding Government Departments, individual industries, local fishermen communities and others at adequate no. of places to cover the entire study area.

The consultant shall prepare comprehensive environment management plan with the inputs obtained from the monitoring of various environmental components, prepare action plans to mitigate / to bring down the pollution levels to the international standards.

#### **6.5 Presentation before the Committee:**

The Board will constitute a committee with Chairman and Member Secretary, Secretaries in Government, District Collector, Commissioner GVMC, Vice-Chairman, VUDA, expert Members, reputed NGOs etc., to evaluate the reports and action plan suggested. The consultant shall prepare the draft report and make a presentation of their findings before the above committee and incorporate the suggestions, prepare road map for improving the environment in Visakhapatnam and submit final report.

#### **6.6 Recommendations:**

The consultant shall submit the clear recommendations i.e Short term measures (to be implemented within 3-6months), medium term measures (to be implemented within 1-2 years) and long term measures (to be implemented in 4-5 years)

### **7.0 Deliverables**

7.0.1 The agency shall submit report both in soft and hard copies (5 Nos). Soft copy shall be given in pendrive.

7.0.2 The agency shall submit GPS location and analysis reports of all the samples collected (air & water)

### **7.1 Payment Schedule**

50 % payment will be made after submission of draft report and the remaining 50 % will be made after submission of final report.

## **7.2 Availability of Consultancy Team**

The consultancy team shall be available in Visakhapatnam on all the working days of Govt. of AP, and on public holidays also as and when necessary by the Board. The attendance of the personnel will be monitored by the Board or an authority / authorities specified by the Board.

## **7.3 Replacement of the personnel**

The Board may allow the Agency to replace the personnel deployed with prior notice of atleast 15 days in advance. The Agency shall propose 3 names for replacement duly furnishing the qualifications and experience as provided at the time of submission of RFP with personnel with similar or more qualification & experience. The Board will have the option of choosing one amongst them after due interaction if necessary as felt by the Board at the cost of the Agency.

## **7.4 Penalty clause**

The deficiency may attract notices to the Consultant or may attract suitable penalty of certain percentage (not exceeding 10 %) on contract price as decided by the Board.

However, the Board or authority or authorities so authorized by the Board shall communicate the deficiency in writing to the team leader and upon receipt of the memorandum on deficiency, the Agency shall furnish its reply within 7 days of receipt of such memorandum. Upon receipt of reply from the Agency, the decision of the Board shall be final and undisputable and binding.

## **7.5 Consultancy Team**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for Undertaking this assignment. The Personnel whose Qualification & experience are briefly described would be considered for evaluation of the Technical Proposal.

## **7.6 Meetings**

7.6.1 Board may review any or all the personnel of the Consulting Agency, any or all of the documents, and advice forming part of the Consultancy, in meetings and conferences.

7.6.2 The Project Lead and/or respective Personnel shall be available as required by the Board and make formal presentations to the Board on the work done. They shall be available for periodic/regular review, as required by the Board.

7.6.3 Board may, in its discretion, require the Consultant to participate in extended meetings, the Consultant shall, on a best endeavour basis provide such services at the offices of the Board.

**Appendix 1 – Technical Proposal**

(Date and Reference)

**FORM 1 - Letter of Technical Proposal Submission**

**(On Applicant's letter head)**

To,  
The Member Secretary,  
A.P. Pollution Control Board, Vijayawada

**Sub: Engaging professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in industrial clusters in Visakhapatnam district of Andhra Pradesh – Reg.**

Dear Sir,

1. With reference to the RFP Document, We, having examined all relevant documents and understood their contents, hereby submit our Proposal for engaging Professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in **industrial clusters in** Visakhapatnam district of Andhra Pradesh.
2. We acknowledge that the Board will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
4. We shall make available to the Board any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Board to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.
7. We declare that:
  - a. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Board;
  - b. We do not have any conflict of interest in accordance with Clause 4.1.3 of the

RFP Document;

- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Board or any other public sector enterprise or any government, Central or State; and
  - d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
2. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
  3. We declare that we are not an Associate of any other Applicant applying for Selection as a Consultant.
  4. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Board in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.
  5. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our proposal is not opened or rejected.
  6. We agree to keep this offer valid for 45 (Forty Five) days from the BDD specified in the RFP.
  7. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
  8. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Applicant)

**FORM 2 – Pre-Qualification Particulars of the Applicant**

- 1. Consulting Agency/ Bidder should be a registered firm/company/partnership with atleast 5 years of presence**

Name of the Firm / Applicant	
Registered Address	
Year of Incorporation	
Location in India / Overseas	

Certificate of Incorporation and Registration of the Applicant should be submitted

- 2 Consulting Agency/ Bidder should not be barred by any Central / State Government / Public Sector undertaking in India.**

Self-Certificate (on company letter-head signed by authorized signatory) that the Applicant is a registered firm and has not been barred by any central/ State/ Public Sector undertaking in India for poor performance or unfair practices. If at any time it is found out that the applicant did not have the capabilities as enumerated in the RFP, Industries and Commerce Board may put the Applicant in the negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

- 3. Consulting Agency must have a cumulative revenue from consulting services (and related activities of Rs. 10 Crore and above in the last three financial years (2015-16, 2016-17 and 2017-18). (A certificate from Chartered Accountant should be submitted).**

S.No	Year	Turnover (INR) from consulting services
1	2017-2018	
2	2016-2017	
3	2015-2016	
Cumulative annual turnover		

- 4. Experience of Consulting Agency / Applicant must have 5 yrs experience in similar project along with Supporting documents from client (Work order / Completion Certificate).**
- 5. EMD as prescribed**

**FORM 3 – Power of Attorney (The Applicant should submit a Power of Attorney as per the format, provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner or Director (on the Board of Directors) of the Applicant) Know all men by these presents,**

**We,..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.**

**..... son/daughter/ wife and presently residing at..... ,**

who is presently employed with/ retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bids for Selection of Knowledge partner to provide Investment promotion advisory services, Industries and Commerce Board, Government of Andhra Pradesh, including but not limited to signing and submission of all Bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Board of Industries & Commerce, representing us in all matters before the Board, signing and execution of all contracts and undertakings consequent to acceptance of our Bids and generally dealing with the Board in all matters in connection with or relating to or arising out of our bids for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Board.

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

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF..... , 2020

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney) Notes:

**FORM 4 – Particulars of Key Personnel**

S.No	Name of the Key Personnel	Position of Key Personnel	Education Qualification and length experience	Present employment of (Date from - --)	Relevant experience per clause of RFP
1.					



2.					
3.					
4.					

**FORM 5 – CVs of Key Personnel**

Name / Designation				
Proposed position in the project				
Education				
Employment Record	From	To	Company	Position held
Brief profile				
Languages				
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Year:				
Location:				
Client:				
Position Held:				
Main features:				
Activities Performed:				

***Provide only relevant experience.***

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

Date:

Signature of staff member/ Authorized signatory

Day/Month/Year

**Appendix 2 – Financial Proposal**

(On Applicant’s Letter Head)

(Date and Reference)

To,

The Member Secretary,

A.P. Pollution Control Board,

Vijayawada

**Sub: Selection of professional Consulting Agency / Institution to bring together existing data, carryout additional Environmental Studies to bring out comprehensive status report on environmental conditions in Visakhapatnam district of Andhra Pradesh.**

We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Request of Proposal dated 2020, and our Proposal (Technical and Financial Proposal). Our financial proposal is Rs.----- (Rupees-----only) inclusive of all applicable taxes.

Following are the details of our Financial Proposal:

<b>S.No</b>	<b>Name of Key Personnel</b>	<b>Amount in Rs.</b>	<b>in GST Rs.</b>	<b>Amount in</b>	<b>Total amount (Rs.)</b>
1	Remuneration				
2	Reimbursable				
	Total				
	Financial Proposal Amount (in words):				

We agree that this offer shall remain valid for a period of 90 (ninety) days from the Bid Due Date or such further period as may be mutually agreed upon. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Applicant)

Note: The Financial Proposal is to be submitted strictly as per form given in the RFP.  
**APPIKONDA RAMCHAND, CEE(AR), O/o CHIEF ENVIRONMENTAL ENGINEER-APPCB**