

# **Notice Inviting RFP (Request For Proposal)**

(WBBB/BASELINE/2018-19/CC-01 dated 19.11.2018)

**Estimation of base line emission load for state of West Bengal in terms of major air  
pollutants and GHGs with base year 2017**

**West Bengal Biodiversity Board  
Under Department of Environment  
Government of West Bengal**

**West Bengal Biodiversity Board  
5<sup>th</sup> Floor, PraniSampad Bhavan, LB2, Kolkata-700106**

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## 1.0 Introduction

West Bengal Biodiversity Board intends to conduct a study for **Estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017**. For details the WBBB Website: [www.wbbb.gov.in](http://www.wbbb.gov.in) (Click on News and Notice section) is to be consulted.

1. This is an invitation for submission of project proposal for above-mentioned estimation work.
2. The study is for a period of six (6) months. Academic Institutes/ Consultancy Firms, agencies are required to submit technical proposal and financial proposal in sealed envelope, which will be evaluated and short listed.
3. The West Bengal Biodiversity Board now invites eligible consultancy firm, agency / academic institutes to indicate their interest in conducting above-mentioned studies. Interested consultants, agency /academic institute must provide information indicating that they are qualified to perform the work (Methodologies to be followed for the work, description of similar assignments, published works or reports of similar work by the agency/institute, reports prepared for government agencies, availability of appropriate skills among staff, etc, work plan and time line). Consultancy firm, agency / academic institutes may associate to enhance their qualifications. *[The "Association" may take the form of a joint venture (with joint and several liability) or of a subconsultancy].*

Interested bidders can download the tender document from the

Tender Number and Date: WBBB/BASELINE/2018-19/CC-01 dated 19.11.2018

Tender Floated by: Member Secretary

Address: West Bengal Biodiversity Board, 5<sup>th</sup> Floor, Prani Sampad Bhavan,  
LB2, Kolkata -700106

Website: [www.wbbb.gov.in](http://www.wbbb.gov.in)

Phone: 03323352731,

Fax No: 03323352731,

Email: [biodiversity.wbbb@gmail.com](mailto:biodiversity.wbbb@gmail.com)

Details of the tender are given in the following sections.

## PART A - NOTICE INVITING TENDER (NIT)

### 1.0 Item Details

#### 1.1 Objective of the study : **Generation of a report consisting of estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017**

#### 1.2 Scope of Work:

1. Identifications of major emission sources and estimation of emission load ( in terms of GHG emission in terms of Carbon-Di-Oxide equivalent, particulate load including PM<sub>2.5</sub> and PM<sub>10</sub>, SO<sub>2</sub> and NO<sub>x</sub> emission) from each of these sources for the state of West Bengal.
2. Estimations should be done in such a manner that emission load from various major sources for any district/block/town/city base loads are made available for the state.
3. Authenticated secondary data can be used for the study.
4. Primary data collection may be taken up if it is absolutely necessary for arriving at a realistic estimate.
5. The estimation of industrial emission must consider of emissions from about thirteen to fourteen hundred large scale industries, about thousand medium scale industries, at least fifty percent (50%) small scale industries, which are registered with WBPCB.
6. The estimation of vehicular emission must consider the total and zone wise number of vehicles registered with transport department (with type of vehicles and vintages) for the state, average number of vehicles plying in Kolkata Municipal Corporation area, Howrah Kolkata Metropolitan Area and other major towns like Durgapur, Asansole, Haldia, Khargapur, Siliguri for obtaining realistic estimates.
7. The estimates of GHG emission and air pollution, if any from agricultural and related fields should also be done for all the districts.

#### 1.3 Expected Outcome:

A report (Two hard copies as well as soft copies in pdf and word) and a detailed database used for the report in Excel File

The report should consist of:

1. Identifications of major emission sources and estimation of emission load from each of the sources
2. Estimated emission loads should be provided district wise, sector wise and source wise and with detailed excel files so that different other combinations can be obtained.
3. Emission load estimations from different sources like traffic and industrial sources are to be provided depicting methodologies followed
4. Justification for methodologies followed should be provided
5. Protocols for data export, in case any other EMIS (environment management information system) is used  
All emission factors, rates used in the study should be properly referenced
6. Reference papers, documents may have to be provided if situation demands

The Excel file should consist of the database used for estimation with proper cell referencing and

index sheets for future use, updating and also the description of formulas used for calculations.

## 2.0 Cost details

Necessary cost of Earnest Money Deposit of Rs. 10,000/- (Rs. Ten thousand only) should be submitted to the office of Member Secretary, West Bengal Biodiversity Board, at Pranisampad Bhavan, 5<sup>th</sup> floor, LB-2, Sec-III, Saltlake City Kolkata-700106 in form of demand draft/ pay order issued from any nationalized bank/ scheduled bank payable at KOLKATA drawn in favour of 'West Bengal

## 3.0 Queries

1. Interested consultants may obtain further information from Member Secretary, West Bengal Biodiversity Board from 11 a.m. to 5p.m. The information can also be obtained on the WBBB Website: [www.wbbb.gov.in](http://www.wbbb.gov.in) ( **Click on News and Notice section**)
2. Consultants will be selected in accordance with the procedures set out in the extent guidelines issued by the Finance Department on basis of QCBS (Quality and Cost Based Selection). Minimum qualifying marks shall be 50%.

## 4.0 Date and Time Schedule

S1. No.	Particulars	Date & Time
1	Issuance of Notice Inviting Tender & other Documents (in website) (Publishing Date)	19.11.2018
2	Documents download start date	19.11.2018
3	Last date and time of submission queries at Pranisampad Bhawan	26.11.2018, 10:00 noon
4	Pre-Bid 'meeting (to be held at Pranisampad Bhawan)	26.11.2018; 3:30 pm
5	Authority response to queries latest by	29.11.2018;
6	Bid submission start date	30.11.2018
7	Bid submission closing date	7.12.2018; 3:00 pm
8	Last date of submission of original copies of Earnest Money Deposit and other relevant documents like covering letter, etc	7.12.2018; 3:00 pm
9	Opening of Bids	07.12.2018; 4:00 pm

Sd/-

Member Secretary

West Bengal Biodiversity Board

**PART B: TENDER DOCUMENT SUMMARY**

Date of Issuance of Tender Document	
Contact details for seeking clarifications for tender document	Member Secretary, West Bengal Biodiversity Board, at Pranisampad Bhavan, 5 <sup>th</sup> floor, LB-2, Sec-III, Saltlake City Kolkata-700106
Last date of sending query by Bidders at Parni Sampad Bhavan	26.11.2018, 10:00 noon
Date of Pre bid meeting	26.11.2018; 3:30 pm
Earnest Money Deposit	Rs. 10,000/- (Rs. Ten thousand only)
Performance Security	Ten percent (10%) of awarded bid value
Date & Time of opening Technical Bids	At West Bengal Biodiversity Board, at Pranisampad Bhavan, 5 <sup>th</sup> floor, LB-2, Sec-III, Saltlake City Kolkata-700106

**Other terms and conditions:**

<b>1.</b>	The report shall be made to the office of Member Secretary, West Bengal Biodiversity Board, at Pranisampad Bhavan, 5 <sup>th</sup> floor, LB-2, Sec-III, Saltlake City Kolkata-700106 within six months from the date of order with a copy to the office of Additional Chief Secretary, Department of Environment, Government of West Bengal
<b>2.</b>	The quoted price should be inclusive of cost of items, all taxes and duties and that of free delivery, etc.
<b>3.</b>	Sealed envelop superscribed as ‘Tender for estimation of emission base line load’ should be addressed to the Member Secretary, W.B. Biodiversity Board, Pranisampad Bhavan, 5 <sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106 is to be submitted to the tender box kept at the office of the Board.
<b>4.</b>	Payment will be made by Account Payee Cheque on submission of the bill in duplicate along with audited UC (Utilization Certificate) supported with satisfactory certificate towards delivery from Department of Environment, Government of West Bengal
<b>5.</b>	<b>Mode of Reporting :</b> Submission of monthly progress report of work done as required by WBBB Submission of Interim report after 4 months Submission of Final report and audited UC (Utilization Certificate) after 6 months
<b>6.</b>	<b>Mode of payment release:</b> 10% of the total fee as an advance after awarding the project and submission of LoA, Performance Security 60% of the total after submission of interim report and endorsement from Department of Environment, Government of West Bengal 30% of total fee after submission of final report and endorsement from Department of Environment, Government of West Bengal and audited UC

## PART C: INSTRUCTION TO BIDDERS

### 1.0 Scope:

Generation of a report consisting of estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017

### 2.0 Instructions for Bid Submission

#### 2.1 Brief Description of the Bidding Process

Technical Bids including supporting technical documents and Tender fees along with financial bid in sealed envelop superscribed as 'Tender for estimation of emission base line load' should be addressed to the Member Secretary, W.B. Biodiversity Board, Pranisampad Bhavan, 5<sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106 and must be submitted to the tender box kept at the office of the Board. Supporting/reference documents as required as mentioned in Tender Document shall also be physically submitted at the office of Member Secretary, W.B. Biodiversity Board, Pranisampad Bhavan, 5<sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106 and submitted to the tender box kept at the office of the Board before the last date and time.

2.1.1 A signed copy in the format supplied in Annexure 5 has to be submitted in original in a separate closed cover placed in the same cover (envelope) of Technical Bid

#### 2.2 Earnest Money Deposit

(a) EMD amounting of Rs. 10,000/- (Rs. Ten thousand only) should be submitted at the office of the Member Secretary, West Bengal Biodiversity Board, Pranisampad Bhavan, 5<sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106 in the form of demand draft/ pay order issued from any nationalized bank/ scheduled bank payable at Kolkata drawn in favour of 'West Bengal Biodiversity Board.

(b) Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive,

(c) The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, on submission of an application after finalization of successful bidder.

(d) The Successful Bidder's EMD will be returned after submission of performance security deposit of 10% of the Contract Value.

(e) The Authority shall be entitled to forfeit and appropriate the EMD inter alia in any of the events specified in Clause 2.10) herein below. The Bidder, by submitting its Bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid Validity Period as specified in this Tender Document. No relaxation of any kind on

EMD shall be given to any Bidder.

(f) The EMD shall be furnished in Indian Rupees only. No interest shall be payable by the Authority on the EMD.

(g) The EMD shall be forfeited and appropriated by the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

(i) If a Bidder submits a non-responsive Bid-

(ii) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this Tender Document and/or as extended by mutual consent of the respective Bidder(s) and the Authority;

iii) In case of successful bidder, if it fails within the specified time limit –

- to sign and return the duplicate copy of LOA (Letter of Award) in accordance with the terms thereof;
- to sign the contract within the time specified by the Authority; or
- to furnish the Performance Security within the period prescribed in the Contract; or,
- In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

### 2.3 Eligibility of Bidders

Sl No	Basic Requirement	Eligibility Criteria	Document Proof
1.	Annual Sales Turnover	For consultancy firm/ agency : average annual sales turnover from projects done in field of GHG and/ or emission estimation/climate change/energy transition in past two (2) audited financial years (2016-17,2017-18) for last 2 financial years ending 31.03.2018 is more than four (4) lakh.	Balance sheets and certificates from the statutory auditor/ Chartered Accountant
		For Academic Institutes	Balance sheets

<b>Sl No</b>	<b>Basic Requirement</b>	<b>Eligibility Criteria</b>	<b>Document Proof</b>
2.	Technical Capability	The Bidder should have successfully completed projects/ conducting projects for any Government Departments/ PSU/ Board/Council or similar organisation or for a reputed Private firm ( a ltd company) within India in last two audited financial years (2016-17, 2017-18) with order value of minimum Rs. 400000.00 (Rs Four Lakhs) each.	Completion Certificates/ proof of last payment + Work Order (for completed projects) from the client; OR Work Order + partial Work Completion Certificate (for ongoing projects) from the client  The authority shall have right to accept or reject the project completion documents provided for the private firms, in case the brand or reputation of the firm is well recognized.
3.	Manpower Capability	The Principal Investigator or the Lead-consultant should have post graduation in following stream of engineering: Civil/ Mechanical/Chemical/ Architecture/Environment/ Urban Planning/ Transportation Planning/ Industrial Designing or Environmental Science or Chemistry or Economics.	Biodata and/or Certificates and/or Website references and/or mark sheets of the Principal Investigator or the Lead consultants
4.	Consortium	The Bid shall be submitted only by the Bidder; no consortium will be allowed in this aspect. Declaration from the organisation needs to be submitted	Copy of the declaration from authorised signatory
5.	Status of Entity	Bidder may be a Company, Partnership Firm or Sole Proprietorship Firm.  The bidder should have existence in India for last two (2) years at the end of 31st March 2018. Or  In case of academic institute Bidder may be from any department of any academic Institute/ University.	Certificates of incorporation for Company/ Partnership Deed / Proprietorship firm self-declaration Certificate from Statutory auditor / Chartered Accountant OR Certificate from Statutory auditor / Chartered Accountant for Solvency declaration

SI No	Basic Requirement	Eligibility Criteria	Document Proof
			OR UGC or AICTE accreditation for Academic Institute or University
6.	Other Legal Documents	Copy of PAN and Articles of Association/Company Registration (depending on company type)	Copy of all the certificates as applicable and/or PAN
7.	Blacklisting	The responding firm must not be blacklisted by any Government Department, Ministry or Agency in India for breach of ethical conduct or fraudulent practices	A self-declaration that the bidder has not been blacklisted and information on whether penalty/ debarment had been faced or not under any Govt./Semi Govt./Autonomous body, etc
8.	Power of Attorney	The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.10.00 Non Judicial Stamp Paper.	<b>Power of Attorney</b>
9.	Submission of EMD	EMD amounting of Rs. 10,000/- (Rs. Ten thousand only) should be submitted at the office of the Member Secretary, West Bengal Biodiversity Board, Pranisampad Bhavan, 5 <sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106 in the form of demand draft/ pay order issued from any nationalized bank/ scheduled bank payable at Kolkata drawn in favour of "West Bengal Biodiversity Board	<b>EMD</b>

**Note: In absence of any of the above, the bid will be treated as non-responsive and summarily rejected.**

- A written declaration in the form of an affidavit before notary as to the correctness of all documents submitted and a declaration whether penalty/ debarment had been faced or not under any Govt./Semi Govt./Autonomous body, etc by the bidder.

#### 2.4 Preferred Criteria

- Bidders who has successfully completed projects in any of the above-mentioned fields in recent past (within past two years) or have worked for any government/ international

agency like United Nations shall be given preferences as the bidder in that case is expected to have a direct exposure and understanding of types of opportunities and challenges in present work which enable the firm/ institute to work fast. However, the bidder shall have to submit the report of such work and proof of last release of payment.

- The Bidders should have previous experience of working in similar work which involves estimations of green house gas emission / estimation of industrial emissions loads and rates / Air pollution/ Vehicular emission/ Energy efficiency/ Energy transition/Low carbon mobility or related field. Supporting documents (paper published in peer reviewed journal/ report approved by any Government Department/ work published as conference proceedings/ work done for any reputed private agency/ or any other similar documents) should be submitted along with the Bid.
- The Principal Investigator or the Lead-consultant should have prior experience in working in field of estimations of green house gas emission / estimation of industrial emissions loads and rates for West Bengal/ Air pollution/ Transport planning and Vehicular emission/ Fuel Technology/Energy Research and energy transition.

## **2.5 Number of Bids**

No Bidder shall submit more than one Bid pursuant to this Tender Document.

## **2.6 Cost of Bidding**

The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Bid and its participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid.

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

Notwithstanding anything contained in this Tender Document, the authority reserves the right to accept or reject any bid and to annul the bidding 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 thereof.

## **2.8 Verifications and Disqualification**

(i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

(ii) The Authority reserves the right to reject any Bid and appropriate the EMD if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

(iii) **Forfeiture of EMD or Performance Security:** In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the awardee of the project either by issuance of the LOA for entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the awardee, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Awardee. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Tender Document and/ or the Contract.

## 2.9 Clarifications

- (i) Bidders requiring any clarification on the Tender Document may notify the Authority in writing or by fax and email at the address provided in the Tender Document. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process in following format:

**Format for Pre-bid query:**

Bidder Organization name:					
Bidder Organization address:					
Contact Person name :					
Contact Person Phone number					
Contact Person e-mail id					
Tender document reference:					
Sl	Section	Sub-section	Page	Content of the Bid	Clarification

No	Number			document requiring clarification	Sought

The Authority shall endeavour to respond to the queries within the period specified. The responses will be sent by fax or by-mail by the Authority to the Bidders. The Authority may upload the queries and its responses on the website : [www.wbbb.gov.in](http://www.wbbb.gov.in)

- (ii) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

3.

- (iii) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Tender Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.10 Amendment of Tender Document**

(i) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addendum.

(ii) Any Addendum issued hereunder will be in writing and may be uploaded on the Authority's website: [www.wbbb.gov.in](http://www.wbbb.gov.in)

(iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date. The Authority shall not be responsible for non-despatch of the amendments in the Tender Document, if any, to the prospective Bidders.

### **2.11 Format and Signing of Bid**

i) The Bidder shall provide all the information sought under this Tender Document.

(ii) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also put initials on each page, in blue ink. 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 Bid shall be initiated by the person(s) signing the Bid.

(iii) The original and all copies of the Bid shall be typed or written neatly in indelible ink and shall be signed by the Bidder through a person duly authorized to bind the Bidder to the Contract. The authorization to the said person shall be substantiated by a Power-of-Authority accompanying the Bid. In case of the Bidder being Company incorporated under Indian Companies Act 1956; the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid. The person or persons so authorized for signing the bids shall initial all pages of the bids including printed literature. Each page of the Bid must be numbered at the right hand top corner.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid.

## **2.12 Language and Numbers**

(i) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

(ii) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in word format shall prevail.

## **2.13 Sealing and Marking of Bids for Physical Submission**

Envelope sealed and marked as bid for “Tender for estimation of emission base line load”

(i) the Member Secretary, W.B. Biodiversity Board, Pranisampad Bhavan, 5<sup>th</sup> floor, LB-2, Sec-III, Kolkata-700106

(ii) and should be dropped in to the tender box kept at the office of the Board.

(ii) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

## **2.14 Contents of the Bid**

The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this Tender Document.

### **2.15 Modifications/ Substitution/ Withdrawal of Bids**

(i) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

(ii) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

(iii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been explicitly sought for by the Authority, shall be disregarded.

### **2.16 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **2.17 Correspondence with the Bidder**

Except as provided in this Tender Document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **2.18 Deviations**

(a) If any deviations are suggested by the Bidders from the Contract and/or Tor, the Authority shall determine whether any deviation suggested represents a material deviation.

(b) "**Deviation**" generally may include (proposed) exceptions, exclusions, qualifications, conditions, stated assumptions and alternative proposals not solicited. A "material deviation or reservation" is one which adversely affects in any way the scope, quality, performance or administration of the (proposed) contract, and/or which limits in any substantive way, the Authority's rights or the bidder's obligations under the contract, and the acceptance of which would affect unfairly the competitive position of other bidders presenting responsive and eligible bids at reasonable prices.

(c) Bidders must demonstrate that their offers do not represent any "material deviation or reservation" from the Contract or Technical Specifications in order to be technically qualified and eligible to have their Price Bid opened. Bids found inconsistent with the terms and conditions and/ or specifications of the Tender Document and Bids containing Material Deviations are liable for rejection at the threshold. The decision of the Authority in this regard, shall be final and binding.

(d) Details of proposed/ suggested variations/ deviations/ additions from the Bid specifications/ conditions, if any, should be clearly indicated while sending queries before pre-bid conference. No further suggestions for deviations/ variations/ additions shall be entertained after the pre-bid conference. Any verbal suggestion/proposal of variations/deviations/ additions in the Tender Document made during the pre-bid meeting should also be given in writing to the Authority latest by **11:00 hours on the day of the pre-bid meeting.**

(e) The Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during pre-bid conference. However, the decision of the Authority in this regard shall be final.

## **2.19 Project Outcome Delivery Schedule**

(a) Bidders shall provide delivery terms with regard to the delivery schedule specified in the Tender Document Summary.

(b) Awardees are required to indicate any deviations, on delivery basis about time period required after approval of interim report. If required, the Authority, at its sole discretion, may revise the delivery schedule with mutual consultation with the Successful Bidder in case of the Bid of the Successful Bidder consist of any deviations, which are not Material Deviations. The Authority shall have right to accept or reject the deviation in delivery schedule as provided in the Tender Document. The revised delivery schedule, if any, shall be part of the Contract that shall eventually be signed between Authority and the Awardee ("Contracted Delivery Schedule").

(c) Failure to comply with the Contracted Delivery Schedule shall attract cancellation of the work order or any other provisions of the Contract.

(d) Notwithstanding the above, in case of the causes of delay in supply of report at any stage of the Contracted Delivery Schedule are attributable to the Authority, the Contracted Delivery Schedule shall be modified accordingly from the immediate stage of the delivery schedule.

## **2.20 Arbitration**

In case of any dispute between WBBB and the awardee/ bidder, matter may be sent to the Additional Chief Secretary, Environment Department for arbitration and the decision of the arbitrator shall be final and binding upon both the parties.

## **2.21 Termination for Default**

WBBB may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the consultant, terminate the order in whole or in part. If the consultant materially fails to render any or all the services within the time period specified in the consultant or any extension thereof granted by WBBB in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WBBB. WBBB will invoke the amount held back from the contractor as Performance security.

## **2.22 Governing Laws**

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement.

## **2.23 Force Majeure**

It is hereby defined as any cause, which is beyond the control of the Contractor or WBEIDCL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- a. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- c. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- d. Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- e. Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure

#### 2.24 Validity of the Bid period: 180 (Hundred and eighty ) days

### 3. Evaluation of Technical Bids

- The Technical Evaluation shall be initiated for only those Bids who qualify in the Pre-Qualification stage and will be evaluated as per the evaluation criteria in this clause.
- Tender Evaluation Committee (TEC) may require written clarifications from Bidders to clarify ambiguities / uncertainties arising out of the evaluation of Bid documents.
- Technical Evaluation of the bids would be carried out on following criteria of the Bidder as given below:

The WBBB shall short list the consultant based on following weightage criteria:

The **Engaging Department** shall short list all the documents who secure 50% marks shall be considered for opening of financial bid.

#### 3.1 The detail evaluation criteria:

Sl.No	Criteria	Weightage
<b>1.</b>	<b>Past experience of the firm:</b>	<b>40%</b>
	Number of years of experience:	10%
	Past experience of studies/ job of similar nature	50%
	Past experience in carrying out studies/ job in related sector	20%
	Studies/job carried out in West Bengal	20%
<b>2.</b>	<b>Methodology Followed</b>	<b>20%</b>
<b>3.</b>	<b>Experiences of Key Personnel</b>	<b>35%</b>
	Qualifications	30%
	Relevant experience	70%
<b>4.</b>	<b>Financial Strength of the Bidder</b>	<b>5%</b>
	Turnover figure for last two years for consultancy firm	5%

Sl.No	Criteria	Weightage
	Institute Balance sheet for last two years for academic institutes	5 %

Sl No	Criteria	Description	Marks	Forms to be used/ Marks to be attached
<b>1.</b>	<b>Past experience of the firm:</b>		<b>40</b>	
	Number of years of experience :	For less than 1 year =1 For 1 to <=2 years = 2 For 2 to <=3 years = 3 For 3 and more years = 4	4	Certificates from the statutory auditor /Chartered Accountant for last three years (2016-17, 2017-18) for firms and self declarations for academic institutes
	Past experience of studies/ job of similar nature	For less than 1 projects (i.e. undergoing projects)=6 For 1 to <=2 projects = 12 For 2 to <=3 projects = 15 For 3 and more projects = 20	20	Work Completion Certificates/Proof of last release of fund + Work Order from the client (for completed projects);  OR  Work Order + Partial Completion Certificate (for ongoing projects) from the client
	Past experience in carrying out studies/ job in related sector	For less than 1 projects (i.e. undergoing projects)=0 For 1 to <=2 projects = 3 For 2 to <=3 projects = 6 For 3 and more projects = 8	8	Work Completion Certificates/Proof of last release of fund + Work Order from the client (for completed projects);

Sl No	Criteria	Description	Marks	Forms to be used/ Marks to be attached
				OR  Work Order + Partial Completion Certificate (for ongoing projects) from the client
	Studies job carried out in West Bengal	For less than 1 year =0 For 1 to <=2 years = 3 For 2 to <=3 projects = 6 For 3 and more projects = 8	8	Work Completion Certificates/Proof of last release of fund + Work Order from the client (for completed projects);  OR  Work Order + Partial Completion Certificate (for ongoing projects) from the client
<b>2.</b>	<b>Experiences of Key Personnel</b>		<b>35</b>	
	Qualifications	PhD of PI or lead consultant in any of the fields mentioned in note#1 = 8  Post graduation degree of PI or lead consultant in any of the fields mentioned in note #1 = 6  Only graduation in any of the fields mentioned above or post graduation in any other field = 2	8	Relevant CVs certified by the bidder  (Certificates or any other published document/ report/ URLs may have to produced on request)
	Relevant experience	For less than 1 relevant projects (i.e. undergoing projects)=4	25	Relevant CVs certified by the bidder

Sl No	Criteria	Description	Marks	Forms to be used/ Marks to be attached
		<p>For 2 and 2+ relevant projects = 8</p> <p>For 3 and 3+relevant projects = 13</p> <p>For 4 and 4+relevant projects = 17</p> <p>For 5 and 5+relevant projects = 21</p> <p>For 6 and 6+relevant projects = 25</p>		(Certificates or any other published document/ report/ URLs may have to produced on request)
	Experience in teaching and Training	<p>Less than 5 years = 1</p> <p>More than 5 years = 2</p>	2	Relevant CVs certified by the bidder
<b>3.</b>	<b>Methodology Followed</b>	<p>Qualitative assessment based on</p>	<b>20</b>	Filled up proforma in Annexure 2
	<ul style="list-style-type: none"> <li>•Key Understanding of background &amp; project requirements</li> <li>•Completeness &amp; responsiveness</li> </ul>		<b>8</b>	
	<p>Indicators of understanding</p> <p>Number of sources to be explored for data collection for each sector with justification = 2</p> <p>Proposal for application of emission factors and rates with justification = 4</p> <p>List of sources to be explored for data collection with justification = 4</p>		<b>10</b>	

Sl No	Criteria	Description	Marks	Forms to be used/ Marks to be attached
		Number of Staffs Senior Research Fellow = 2 Junior Research Fellow =1	2	
4.	<b>Financial Strength of the Bidder</b>  Turnover figure for last two years for consultancy firm  Institute Balance sheet for last two years for academic institutes	>= Three lakh= 1 marks >= Three lakh but < Five lakh= 2 marks >= Five lakh but < Ten lakh = 4 marks >= Ten lakh = 5 marks	5	The Balance sheets and Certificate from the statutory auditor /Chartered Accountant for last two years (,2016-17,2017-18)

**Note:**

a. CVs of the resources are to be submitted

b. The proposed project team cannot be changed by Bidder till Go-Live of the project. If required it should be mutually agreed by both Bidder & WBBB and the proposed resources should be of same or higher qualification than the resource to be replaced.

c. In any case, at most 30% of the total resources will be allowed to be replaced till Go-Live.

**Note#1:** Civil/ Mechanical/Chemical/ Architecture/Environment/ Urban Planning/ Transportation Planning/ Industrial Designing or Environmental Science or Chemistry or Economics.

**Note#2:** Relevant projects means projects which involve estimations of green house gas emission / estimation of industrial emissions loads and rates / Air pollution/ Vehicular emission/ Energy efficiency/ Fuel Technology or related field.

### 3.2 Selection Method

The evaluation committee will evaluate each of the bids on the basis of Technical Evaluation criteria. At the stage of technical evaluation, CTEC (Consultancy Tender Evaluation Committee) will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion mentioned in this tender document.

### 3.3 Evaluation of Technical Bid

The short listing and evaluation of quality shall be done as per in accordance with the procedures set out in the extent guidelines issued by the Finance Department on basis of QCBS (Quality and Cost Based Selection). Minimum qualifying marks shall be 50%.

**To qualify the technical evaluation stage, the bidder must score a minimum of 50 marks.**

### 3.4 Evaluation of Price Bid

The total price of the work quoted by the bidder shall be used for the purpose of evaluation of the bids and selection of the successful bidder will be in accordance with the terms and conditions of this Tender document.

**If rates quoted by two bidders are found to be same, the bidder with higher technical score shall be given preference. If the technical score of the two bidders are also same then the score on experience of key personnel shall prevail.**

The financial bid of the technically qualified bidders will then be opened and reviewed to determine whether the financial bids are substantially responsive in respect of financial considerations.

**The evaluation will be made on the basis of QCBS with 80:20 ratio, where the weightage on the Technical part will be 80 percent and the 20 percent weightage to be given in financial part.** The bidder with the highest total score would be declared successful.

If the score obtained in technical project is  $S_{tech}$  and the Score obtained for financial proposal is  $S_{fin}$  then the total score shall be  $= 0.8*S_{tech}+0.2 S_{fin}$

Scores shall be assigned to financial bids in following manner

- If Financial bid is within 0.8 to 1.2 times of estimated value then  $S_{fin} = 100$
- If Financial bid is less than 0.8 to greater than equal to 0.6 times of estimated value then  $S_{fin} = 80$
- If Financial bid is less than 0.6 to greater than equal to 0.3 times of estimated value then  $S_{fin} = 40$
  
- If Financial bid is greater than 1.2 times but less than or equal to 1.5 times of estimated value then  $S_{fin} = 50$
- If Financial bid is greater than 1.5 times but less than 2 times of estimated value then  $S_{fin} = 30$
- If Financial bid is greater than 2 times of estimated value  $S_{fin} = 0$

For additional information/clarification (if reqd.), WBBB reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 10 days of the receipt of letter requesting for such additional information and/or clarification from WBBB, their bids will be evaluated based on the information furnished along with the bid proposal.

## Annexure 1

### Format for Letter of Proposal Submission

To:

The Member Secretary,  
W.B. Biodiversity Board,  
Pranisampad Bhavan, 5<sup>th</sup> floor,  
LB-2, Sec-III, Kolkata-700106

Subject: Submission of proposal for “**Estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017**”

I..... authorized signatory of the ..... here by submit a proposal on “**Estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017**” to your esteemed department with the following documents:

1. Relevant details about organizations experience in prescribed proforma
2. Methodology to be followed for the proposed study in prescribe proforma
3. Curriculum Vitae for lead consultant of this project/ Principal investigator of the department
4. Team composition and justification
5. Work schedule
6. Comments and suggestions on TOR, modifications suggested on draft contract, ( if any)
7. Declaration about any conflicting activities, ( if any)

Yours faithfully,

\_\_\_\_\_

Date and Place

## Annexure 2

### Format for Technical Proposal

	<b>Title of the Project</b>	
	<b>1. Background Information</b>  (Rationale and Justification of the study)	
	<b>2. Expected outcome of the study:</b>	
	<b>3. Methodology:</b>	
		•Key Understanding of background & project

		requirements •Completeness & responsiveness  Number of sources to be explored for data collection for each sector with justification  Proposal for application of emission factors and rates with justification  List of sources to be explored for data collection with justification
	<b>5. Action Plan</b>	
	<b>6. Mode of Report and Excel database submission</b>	

### Annexure 3: Format for Firms/ Academic Institutes Experience

1. Year of Experience Since Inception : \_\_\_\_\_

#### 2. Table for Completed Projects

Sl no	Name of the Company	Title of the Project completed	A brief description of the work done (not more than 300 hundred words)	Name of the agency/authority who entrusted the work	Sectors covered (With Justification if required)	Duration of work	List of Annexure

#### 3. Table for Ongoing Projects

Sl no	Name of the Company	Title of the Ongoing Project	A brief description of the work done (not more than 300 hundred words)	Name of the agency/authority who entrusted the work	Sectors covered (With Justification if required)	Duration of work	List of Annexure

### Annexure 4: Format for Key Personnel Experience

#### 1. Table for Qualification of team

Sl. No	Name of PI	Present Designation in Firm/academic institute	Name of the Firm/ Institute	Qualification	Subject

#### 2. Table for Experience of Lead Consultant/ PI

Sl. No	Name of PI	Title, duration and description of the Project	Name of the Agency/Authority who assigned the work	Duration of the work	Sectors covered (With Justification if required)	List of Annexure

#### **Annexure 5: Format for Financial Bid**

- **BASE COST of Project**
- **GST (if applicable)**
- **Project Budget Inclusive of Taxes and Service Charges**

#### **Annexure 6: Terms of Reference**

**Proposed Terms of Reference for the Project on Estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017**

**“Estimation of base line emission load for state of West Bengal in terms of major air pollutants and GHGs with base year 2017”**

#### **A) Scope of Project**

- i. . Identifications of major emission sources and estimation of emission load ( in terms of GHG emission in terms of Carbon-Di-Oxide equivalent, particulate load including PM2.5 and PM 10, SO<sub>2</sub> and NO<sub>x</sub> emission) from each of these sources for the state of West Bengal.
- ii. . Estimations should be done in such a manner that emission load from various major sources for any district/block/town/city base loads are made available for the state.
- iii. . Authenticated secondary data can be used for the study.
- iv. . Primary data collection may be taken up if it is absolutely necessary for arriving at a realistic estimate.
- v. . The estimation of industrial emission must consider of emissions from about thirteen to fourteen hundred large scale industries, about thousand medium scale industries, at least fifty percent (50%) small scale industries, which are registered with WBPCB.
- vi. The estimation of vehicular emission must consider the total and zone wise number of vehicles registered with transport department (with type of vehicles and vintages) for the state, average number of vehicles plying in Kolkata Municipal Corporation area, Howrah Kolkata Metropolitan Area and other major towns like Durgapur, Asansole, Haldia, Khargapur, Siliguri for obtaining realistic estimates.
- vii. The estimates of GHG emission and air pollution, if any from agricultural and related fields should also be done for all the districts.

#### **Expected outcome of the project:**

A Report (Hard copy as well as soft copy) and a detailed database used for the report in Excel File

The report should consist of:

1. Identifications of major emission sources and estimation of emission load from each of the sources
2. Estimated emission loads should be provided district wise, sector wise and source wise and with detailed excel files so that different other combinations can be obtained.
3. Emission load estimations from different sources like traffic and industrial sources are to be provided depicting methodologies followed
4. Justification for methodologies followed should be provided
5. Protocols for data export, in case any other EMIS (environment management information system) is used  
All emission factors, rates used in the study should be properly referenced
6. Reference papers, documents may have to be provided if situation demands

The Excel file should consists of the database used for estimation with proper cell referencing and index sheets for future use, updating and also the description of formulas used for calculations.

1. .

### Mode of Report Submission

Type of report	Submission should consists	Time
Status Report	Physical progress with methodology followed	Monthly
Interim Report 1 and Excel file	Estimations as mentioned in section 1.3 of Tender document and the Excel file, methodologies with justifications and factors and rates assumed with due refernces	4 months
Final Report ( Hard copy and soft copy in PDF and word doc) with final database in Excel file	The report and database as per section 1.3 of tender document along with the observations, and incorporations of suggestions (if any) received from WBBB and Department of Environment, Government of West Bengal. The report should consists	6 months

The copies of the reports and database are also to be sent to the Department of Environment, Government of West Bengal for review and prior endorsement before release of fund.

**B) Area to be studied:** West Bengal

**C) Duration of the project :** 6 (six) months

**D) Financial Assistance**

a) Rupees ..... (Rs ..... )only

b) No Additional payment will be made for any other purpose.

**E) Payment Terms:**

- 10% of the total project cost will be released as the First instalment for initiating the project.
- 60% of the total project cost will be released on submission of Interim Report 1 after 4 months and endorsement of the report by the Department of Environment, Government of West Bengal.
- 30% of the total project cost will be released on submission of Final report after 6 months and endorsement of the report by the Department of Environment, Government of West Bengal.

**F) Other Terms & Condition:**

- a) The Board and the Department of Environment, Government of West Bengal have no liability & responsibility for any recruitment for this project work.
- b) No instrumentation as well as infrastructural support will be extended by the Board.
- c) During the course of the project the term & conditions of the Board should be maintained strictly.
- d) The data collected during the project. Being the Board's property, its uses reproduction for publication in any form will require prior approval from the Board and Department of Environment, Government of West Bengal; otherwise the board may take necessary action.
- e) Purchase of any article during the course of the project should be adhered by the tender policy of the government. Proper stock is to be maintained for the same. The Board may ask for submission of the article termination of project work as per discretion.
- f) Soft copy of the Final Report must accompany along with the hard copy.
- g) In case of dispute, if any, decision of the Principal Secretary, Department of Environment, Government of West Bengal shall be final and binding.
- h) The duration of the project will be calculated from the date of release of the 1<sup>st</sup> instalment of the project cost.

**G) Termination:**

- a) West Bengal Biodiversity Board shall have the right to change the scope of work including termination of work as deemed fit in case of any breach of contract as stated in the Tender document with due approval of Department of Environment, Government of Approval.
- b) If at any time it is noticed that the project is discontinued without prior intimation to the Board. The project may be cancelled without showing any further reason.
- c) The work may be terminated in case of non-submission or submission of unsatisfactory progress report

A letter of acceptance and the performance security (payable in Demand Draft) is to be sent for this Terms of Reference within 15 days from the date of issuing the same along with ***Money Receipt*** (Advance copy) ***and Claim*** for releasing first instalment of the sanctioned amount of the project cost to the Member Secretary, West Bengal Biodiversity Board.

**Annexure 7: Letter of Acceptance**