

F. No. J-11013/34/2020-IA-II(I) Part File [E- 140698]

Government of India
Ministry of Environment, Forest and Climate Change
(Impact Assessment Division)

Indira Paryavaran Bhawan
Jor Bagh Road, Aliganj, New Delhi - 3

Dated: 5th January 2022

To,

The Deputy Director General,
[Kind attention: Shri Vishnu Chandra]
National Informatics Centre (NIC),
Ministry of Electronics and Information Technology,
A-Block, CGO Complex, Lodhi Road,
New Delhi – 110 003
E-mail: vishnu@nic.in

Subject: Detailed Work Order for "Setting up of PARIVESH - Centralized Processing Centre - Green (CPC - Green)"- reg.

Ref: (1) NIC D.O. letter No. NIC/E&F/CPC-Env/2020-421 dated 9th November, 2020

(2) NIC D.O. letter no. NIC/E&F/CPC-Env/2020/553 dated 2nd November, 2021

(3) Ministry Letter No. J-11013/34/2020-IA-II(I)- Part File [E-140698] dated 01st December, 2021

Sir,

The Ministry had intended for transformational changes in the existing PARIVESH to strengthen Environmental Compliance through transparent, technology driven & non-intrusive monitoring system and to provide a "single window" solution for administration of environmental regulations. Ministry of Environment, Forest and Climate Change (MoEF&CC) vide reference no. (1) cited above, had received the Detailed Project Report on PARIVESH (CPC-Green) with the budgetary provision of Rs. 1,15,92,40,147/- towards design, development, implementation and maintenance of the proposed project. Project proposal for financial concurrence of Rs.127,81,14,194/- towards proposed PARIVESH (CPC-Green) and maintenance of existing PARIVESH was considered and recommended in the Delegated Investment Board (DIB) meeting held on 02nd September, 2021 under the Chairmanship of Secretary, EFCC.

2. MoEF&CC vide letter cited above in the reference 3 above has intimated approval of Detailed Project Report for design, development, implementation and maintenance of PARIVESH (CPC-Green) with the budgetary provision of **Rs 1,15,92,40,147/-**.

3. In continuation to the communication dated 01st December, 2021, the Ministry is pleased to place this Detailed Work Order with NIC for setting up of PARIVESH (CPC - Green) "a transparent, technology-driven, non-intrusive monitoring system which would also provide a "single window" solution for the clearances administered by the Ministry.

4. The primary objective of PARIVESH (CPC-Green) is to address the major challenges, gaps and processes enhancement areas leveraging business process re-engineering, technological transformation and domain knowledge intervention. The envisaged PARIVESH is expected to be designed and developed around the key building blocks or modules and functionalities. Total number of modules envisaged under PARIVESH (CPC-Green) is 16, and the number of key functionalities identified with respect to these modules is 140. **Detailed Project Report and DIB Memo dated 1st December 2021 are enclosed for ready reference.**

5. The following are the Salient Terms & Conditions for the timely completion of the project:

(I) Scope of Work:

1. **Single platform for all the clearances administered under the Ministry** (EC, FC, WL, CRZ, CTE/CTO, Authorization under waste management, GMO, etc.).
2. **Know Your Approval:** GIS services guide the project proponent on the requirement of different clearances on submission of minimum credentials of the project.

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3. **Common Application Form:** Develop e-filing of Forms for EC/FC/ WL/ CRZ/Others / Compliances in xml formats etc.
4. **End-to-end online processing of applications:** End-to-end e-office approach for processing of applications, query of EAC/SEAC, reply of PP and other correspondence; Complete digitization of the ECs issued till date.
5. **KYC (Know Your Customer):** Data validations including through web-services, e-signatures/digital signatures.
6. **Decision Support System:** GIS based decision support system to assist EACs/Regulatory authority in taking considered and expeditious decision;
7. **Back-end processing and validations** of the applications and compliance report (i)Checking for information consistency & (ii) Preparation of draft responses/correspondence with stakeholders.
8. **Servicing EACs/SEACs/FACs/RECs** (i) Backend diligence and submission of information for EAC / SEAC / FAC / RECs deliberations; & (ii) Assist in preparation of minutes and uploading.
9. **Dashboard** for each level of stakeholder including project proponent, Auditors, CPCB, SPCB, SEIAA, IROs, Nodal officers (PCCF), DFO, CF, etc.
10. **Compliance** module:
 - i. Inspection reports / Certified Compliance Reports of IRO for appraisal of FC / EC.
 - ii. Post-FC/EC/WL/CRZ clearance monitoring through online module by integrating with e-green watch portal; online continuous monitoring system OCMS of CPCB, etc.
 - iii. Capture compliance reports in monitorable formats & for analytics.
 - iv. Mapping projects with corporate / non-corporate entities for better compliance with complete convergence with monitoring framework and Certified Environmental Auditor Scheme.
 - v. Giving visibility to corporate/non-corporate through compliance ledgers for monitoring / compliance at Organizational level.
 - vi. Profiling of projects/entities across the country including compliance profiling.
 - vii. Monitoring of status of Compensatory Afforestation.
 - viii. Assessing compliance level of any individual condition across country to see the magnitude of achievement of the said mitigative measures, eg. Green belt, afforestation, rain water harvesting, etc.
 - ix. Identifying non-compliant industries; Red Flagging of Non- Compliances;
 - x. Setting up thresholds for monitoring, etc.
11. **Data analytics using emerging technologies** viz. AI/Data Analytics and leveraging on GIS to reflect trend and patterns as regards compliance; shall help in
 - i. Profiling of projects/entities across the country including compliance profiling.
 - ii. Assessing compliance level of any individual condition across country to see the magnitude of achievement of the said mitigative measures, e.g. Green belt, afforestation, rainwater harvesting, etc.
 - iii. Identifying non-compliant industries; Red Flagging of Non- Compliances;
 - iv. Setting up thresholds for monitoring, etc.
12. **Help Desk:** Effective Communication for Grievance redressal & other following measures:
 - i. To stakeholders through emails/SMS/call centre, notices etc.
 - ii. From stakeholders – proposing responses thereof

13. Attempting linkages between the industries for better environment management e.g. Linkage between power plants (source of fly ash) and mines or other sink points where fly ash can be utilized.
14. Attempting capturing of critical environment parameters from different locations and mapping them with industries in respective locations, thereby flagging potential corrective steps.
15. Cataloguing and metadata creation of important judicial pronouncements on environmental issues making the judgments searchable.
16. Management of CAMPA Processes: This has been envisaged to enable officials of CAMPA authority/governing body to manage their processing through PARIVESH 2.0.
 - i. CAMPA - Process Workflow Management
 - ii. CAMPA - Fund Management
 - iii. CA Land details – Compliance and APO processing
 - iv. CAMPA - Dashboard
 - v. CAMPA – MIS Reports

(II) The major outcomes for the Project are listed as follows:

- a. Establishment of a fully developed & improved system ensuring authentication and accuracy.
- b. A web-based application for facilitating project proponents in terms of providing clearances and propagating internal procedures.
- c. A more scientific appraisal of projects for grant of environmental clearance.
- d. Better monitoring of compliance of environmental conditions of the projects.
- e. A Centralized Processing Center (CPC) with State-of-the-Art technologies and infrastructure for acquisition, file processing, compliances and clearance.
- f. An established standard operating procedure for the sharing of information with the various stakeholders.
- g. PARIVESH 2.0 will be deployed at NIC IDC cloud environment with the provision of Disaster Recovery (DR) ensuring the security of data, high availability and data continuity.
- h. Articulation of multi-dimensional modular approach with enhanced features and functionalities.
- i. Incorporation of additional modules for ensuring an end to end process automation.
- j. Create a National Digital Clearances and Compliance for Environment, Forest, Wildlife, CRZ, Exotic Spices, Import and Export of Hazardous waste with integration of CTE and CTO at State level. The Eco-system that will supports in efficient and time-bound provisioning of a wide range of interoperable information and services, pertaining to projects and environmental data.
- k. Full-fledged helpdesk deployment for an end to end Technical assistance and handholding.
- l. End to end implementation framework with a long-term roadmap for successful implementation of the project.

The detailed scope of work covered under the work “**PARIVESH - Central Processing Centre - Green (CPC - Green) & Design, Development, Implementation and Maintenance**” shall be governed by approved Detailed Project Report and Delegated Investment Board (DIB) Memorandum for PARIVESH (CPC - Green).

(III) Project Cost:

The total project cost of **Rs. 1,15,92,40,147/-** (Rupees One Hundred Fifteen Crores Ninety Two Lakh Forty Thousand One Hundred and Forty Seven only) towards proposed PARIVESH (CPC – Green), which is NIC quoted price including GST of 18% and all applicable Indian & Non-Indian Taxes, duties, levies, royalties, VAT, Income Tax, Professional Tax, Works Contract Tax, Turn over Tax on work contract (if applicable) etc. The detailed Budgetary Estimates of the project at Para no. 8 of

approved DPR of PARIVESH (CPC – Green). The cost breakup for the PARIVESH (CPC – Green) is as follows:

SN	Item	Total Amount (in INR)	Year Wise Costing				
			Year 1	Year 2	Year 3	Year 4	Year 5
1	License Support	3,25,37,500	1,93,07,500	33,07,500	33,07,500	33,07,500	33,07,500
2	Cloud Charges	4,76,49,784	59,83,672	1,02,09,168	1,03,47,408	1,04,85,648	1,06,23,888
3	Application Development	13,33,82,472	13,33,82,472	-	-	-	-
4	Application Maintenance and Support	32,25,15,076	-	8,28,48,390	7,67,76,873	7,98,47,948	8,30,41,865
5	CPC	7,37,44,838	75,00,000	1,56,00,000	1,62,24,000	1,68,72,960	1,75,47,878
6	Consulting PMU	7,39,39,387	2,13,69,600	1,84,55,424	1,09,28,486	1,13,65,626	1,18,20,251
7	Help Desk	2,41,88,307	24,60,000	51,16,800	53,21,472	55,34,331	57,55,704
8	Security Audit	30,00,000	10,00,000	5,00,000	5,00,000	5,00,000	5,00,000
9	Development Centre Cost	1,88,16,000	49,92,000	34,56,000	34,56,000	34,56,000	34,56,000
Total (without taxes)		72,97,73,364	19,59,95,244	13,94,93,282	12,68,61,739	13,13,70,012	13,60,53,087
Coordination & Support							
10		15,52,77,901	-	3,65,66,400	3,80,29,056	3,95,50,218	4,11,32,227
Total		88,50,51,265	19,59,95,244	17,60,59,682	16,48,90,795	17,09,20,231	17,71,85,314
NICSI Charges (5%)		4,42,52,563	97,99,762	88,02,984	82,44,540	85,46,012	88,59,266
Miscellaneous Expenses such as SMS, Training, local and outside Travel etc. (2%)		1,77,01,025	39,19,905	35,21,194	32,97,816	34,18,405	35,43,706
Contingency (4%)		3,54,02,051	78,39,810	70,42,387	65,95,632	68,36,809	70,87,413
Grand Total		98,24,06,905	21,75,54,721	19,54,26,247	18,30,28,782	18,97,21,456	19,66,75,698
GST @ 18%		17,68,33,243	3,91,59,850	3,51,76,724	3,29,45,181	3,41,49,862	3,54,01,626
Total (with taxes)		1,15,92,40,147	25,67,14,571	23,06,02,971	21,59,73,963	22,38,71,318	23,20,77,324

(IV) Schedule of development and rollout:

The total time frame of PARIVESH (CPC – Green) is of five years. Overall implementation of the envisaged system comprising all modules & functionalities is 64 weeks. It is further categorized into waves and tracks keeping in view the module complexity and user dependency factors. The project implementation is to be done over two waves (Wave 1 & Wave 2), with two tracks (Track 1 & Track 2) in each of them. The detailed timeline is at para 7.2 of approved DPR and para 2.2 and 8.3 of approved DIB for PARIVESH (CPC–Green).

(V) Terms of Payment: The following are the terms and conditions stipulated for the assigning of the work order in addition to the standard conditions of the GFR 2017:

- The payment schedule shall be guided by Clause No. 3 mentioned at approved Delegated Investment Board (DIB) Memorandum dated 1st December, 2021 of the project and the payments will be made to NIC.
- The Service Tax/GST/other taxes shall be paid as applicable.
- For facilitating electronic transfer for funds the NIC shall be required to indicate the name of the Bank and Branch, Account Number (i.e. bank names, IFSC Code and Bank A/C No.) and also forward a cheque leaf duly cancelled to verify the details furnished. The details should also be furnished on the body of every bill submitted for payments by the NIC.
- Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.
- Post Audit: The Ministry reserves the right to carry out a post payment audit and /or technical information of the work and the final bill including all supporting vouchers, abstracts etc., and to enforce recovery of over payment, if any, discovered in respect of any work done by the NIC or alleged to have been done by the NIC under the contract and such recovery will be made by the Ministry from any payment due.

- f. Adjustment of Excess / overpayments: Excess/over payments as soon as they are discovered should be adjusted in the next running account bill of the agency and in case the final bill has already been paid, the excess/over payment made shall be returned at earliest.
- g. NIC to submit utilization certificate with the item-wise breakup of the funds utilised before the release of next instalment.
- h. NIC shall spend the amount exclusively in pursuance of the objectives envisaged in the Project Proposal sent to the Ministry.
- i. Payments towards wages/remuneration as well as other contractual obligations will be made through bank accounts of recipients and no cash payments are to be made.
- j. The fixed assets created out of the project funds shall not be disposed off without concurrence of this Ministry. The equipment to be purchased as per GFR 2017 norms.
- k. Any facility/assets created under the activity shall be duly handed over to the Ministry after the completion of the project.
- l. The charges will be claimed on actual expenditure basis and all efforts will be made to optimise the expenditure and will anyhow not go beyond the amount committed in the proposal.
- m. The funds earmarked for different items especially regarding miscellaneous expenses and contingency will be used considering high levels of financial propriety.
- n. NIC to follow the Ministry's procedure wrt Performance Guarantee on time delay, quality of work, etc.

(VI) Price Escalation:

The Lump Sum project fixed cost shall remain firm. The estimated cost of Rs. 1,15,92,40,147/- (Rupees One Hundred Fifteen Crores Ninety-Two Lakh Forty Thousand One Hundred and Forty-Seven only) has been placed keeping in view the entire duration of the project, that is five years.

(VIII) Intellectual Property/Inventions:

- I. The NIC acknowledges and agrees that the NIC's contribution towards Intellectual Property Rights or IPRs/Inventions and as well as any portion thereof for work done against this project shall be the sole property of the Ministry.
- II. "Intellectual Property and Invention" includes ideas, concepts, creations, discoveries, inventions, improvements, know-how, designs, utility model tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, propriety techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, including their source code; data, documents, instruction manuals, records, memorandum, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or nay written or verbal instructions or comments.

(IX) Defect Liability Period:

The "DEFECT LIABILITY PERIOD" will remain for 12 months (1 year), starting from the date of completion of the work certified by the Competent Authority of the Ministry. The Ministry shall then issue a certificate indicating the completion of Defect Liability Period, after which the balance 10% payment shall be released by the Ministry.

(X) Performance Security:

In view of the point No V(n) above, Rule 174 of the General Financial Rules 2017 and Department of Expenditure OM No. 9/4/2020-PPD dated 12th November, 2020 a Performance Security for an amount of 3% of the value of the value of the contract i.e. Rs.3,47,77,204.41 may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit receipt from a Commercial Bank in the name of Pay and Accounts Officer, Ministry of Environment, Forest and Climate Change. The performance security should remain valid for period of sixty days beyond the date of completion of the obligations as per this work order.

The period for the work "PARIVESH (CPC - Green)" will be the essence of the orders issued from time to time. The NIC may ensure that the performance of the vendor (assigned for development of PARIVESH CPC – Green) to deliver the outputs as per the time lines by including the appropriate

clauses while assigning the work or rendering the services in terms of manpower to vendor through NICSI.

(XI) Deployment of Manpower:

- a. The manpower to be engaged for the project work shall be as per the relevant Acts and Rules.
- b. Any claim of workforce/manpower engaged in this project for future appointment in the Ministry shall not be entertained.
- c. Necessary PF&ESI contributions of employees shall be obtained, wherever, applicable.
- d. The details of manpower to be deployed as per DPR, is at Para No. 5.14.2 of approved DPR of PARIVESH (CPC – Green).

6. Other Terms and Conditions:

- I. **Confidentiality:** NIC will keep confidential and will not use or disclose to any third party any technical information or operating data received from the Ministry in connection with this project, except to the extent as may be required for the purpose of the Services or as required by law. This obligation will not apply to any technical information or operating data that was NIC's possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of NIC or that otherwise becomes available to NIC from an independent source not under a confidentiality obligation. No operation/performance data shall be published or provided to any other party without permission of the Ministry.
 - II. **Indemnification:** The NIC agrees to indemnify and hold harmless the Ministry from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses arising during the execution of this agreement because of mistake, negligence or an act of NIC during the course of work being carried under this work order (This shall exclude damage caused by the negligence, omission, error or default of the Ministry).
 - III. **Force Majeure:** Neither party shall be held responsible for non-fulfillment of their respective obligations under this Work order due to exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Pandemics, Riots, Civil Commotion, delays in supplies or services so impacted owing to such reasons including measures by any statutory or District/Municipal authority of any nature including restriction if any applied, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to Ministry within one month of such occurrence or cessation.
- 7. Jurisdiction:** The work order shall be governed by the laws and Regulations of India for the time being enforced and will be subject to exclusive jurisdiction of the Courts of New Delhi.
- 8.** The progress of development and implementation of the project PARIVESH (CPC – Green) and expenditure incurred shall be submitted regularly preferably on monthly basis for monitoring by the Project Steering and Monitoring Committee of the Ministry.
- 9.** This issues with the approval of the Competent Authority and with the concurrence of the Integrated Finance Division, MoEFCC vide their Dy No. E-140698/SS&FA/2021 dated 24.09.2021 and 01.10.2021.

Encl: As above.

Under Secretary (IA)
Ministry of Environment, Forest and
Climate Change
New Delhi

R S Bora
5/1/22
(R S Bora)

Under Secretary to Government of India

Copy to:

1. The Secretary, Ministry of Electronics and Information Technology, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi
2. PS to Hon'ble Minister, Environment, Forest and Climate Change / PS to Ho'ble MoS EF&CC
3. PPS to Secretary, MEF&CC / PPS to DGF&SA
4. CEO, National Authority – CAMPA, MoEF&CC, New Delhi – for kind information and necessary action for payment of funds.
5. PPS to AS(RA) / PPS to JS(SKB)
6. PPS to ADG (FC & WL) / PPS to IG (Forest) / PPS to IG(WL) /Guard File