

RFP Doc. No. PSO/1/2017
Cost of Doc.: Rs. 10,000/-

REQUEST FOR PROPOSAL (RFP)

For
Selection of Service Provider

To provide Consultancy to
MPCB Laboratories for
ISO 9001: 2015 Recertification



Maharashtra Pollution Control Board

January.2017

Maharashtra Pollution Control Board, Mumbai, Maharashtra

RFP for selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001:2015

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1. DISCLAIMER

1.1 Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office latest by the date mentioned in Sec.5.7. If this office receives no intimation by the date mentioned in Section 5.7, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle
Sion (E), MUMBAI – 22
Ph: 022-24014701
Fax: 022-24024068
Email : psso@mpcb.gov.in

1.2 Neither **MPCB**, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for **MPCB** to consider the financial situation and particular needs of each party who reads or uses this RFP. **MPCB** recognizes the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

1.3 Neither **MPCB** nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of **MPCB** or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

1.4 **MPCB** reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.

1.5 **MPCB** reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

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2. LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
PMC	Project Management Consultant
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
HO	Head Office, MPCB
RFP	Request for Proposal
IMIS	Integrated Management Information System
PBG	Performance Bank Guarantee
LoA	Letter of Award
SLA	Service Level Agreement
ISP	Internet System Integrator
SP	Service Provider
IST	Indian Standard Time
ISO	International Standards Organization
IMS	Integrated Management System
AMC	Annual Maintenance Contract
BG	Bank Guarantee
EMD	Earnest Money Deposit
LoA	Letter of Award
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
MoEF	Ministry of Environment and Forests, Govt. of India
SPBG	Supply Performance Bank Guarantee
SLA	Service Level Agreement

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3. DEFINITIONS

3.1 BID

The e-bids submitted by the prospective Bidders in response to this Request for Proposal Document issued by **MPCB**.

3.2 BIDDER

Bidding Firm / Company that has submitted e-Bid in response to this Request for Proposal Document.

3.3 DOCUMENT / BID DOCUMENT

This Request for Proposal Document.

3.4 PROJECT

To select an appropriate Service Provider (SP) to provide consultancy to MPCB Laboratories in Maharashtra for ISO 9001:2015 recertification.

3.5 REQUEST FOR PROPOSAL

This Document being issued to the prospective Bidders, inviting their Bids.

3.6 RESPONSIVE BIDDER

Responsive Bidder is the bidder whose bid is found responsive after evaluation of the Bid as outlined in Section 5.2.

3.7 SCREENING COMMITTEE

A committee consisting of MPCB Officials and the consultants has been formed.

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4. PROJECT CONCEPT & STRUCTURE

4.1 ABOUT MPCB

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department of Government of Maharashtra.

Some of the important functions of MPCB are:

- a) To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof,
- b) To collect and disseminate information relating to pollution and the prevention, control or abatement thereof,
- c) To inspect sewage or trade effluent treatment and disposal facilities, and air pollution control systems and to review plans, specification or any other data relating to the treatment plants, disposal systems and air pollution control systems in connection with the consent granted,
- d) Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- e) To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques
- f) Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution

4.2 CURRENT MANAGEMENT STANDARDS COMPLIANCE

MPCB has implemented Integrated Management System for ISO 9001 & OHSAS 18001 standard at its EIGHT (8) Laboratories through an Integrated Management System (IMS) platform. It possesses group certifications for both the standards from BSCIC Certification Body.

MPCB embarked on its certification programme for all its Laboratories across the state in FY 2013-14 and successfully achieved the certification in March 2014. Subsequent to the certification, MPCB Laboratories have undergone yearly surveillance audits in 2015 and 2016 through BSCIC. MPCB Laboratories have been found compliant to the standards' requirements during both these audits.

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An Integrated Management System Manual for both the standards (ISO 9001:2008 & OHSAS 18001:2007) has been reviewed by Hon'ble Member Secretary and issued to respective process owners under his authority.

MPCB has very complex system designed for all 8 locations. These eight locations carries out testing of various parameters such as Air, Water, Hazardous Wastes, and Microbiological parameters. There are in total 19 key business processes identified for each laboratory. Some key processes are sample preparation, sample analysis, utility and instrument control etc. To support these processes, MPCB has documented in more than 80 work instructions for laboratories. These all work instructions are highly technical and derived by referring "**Standard Methods For the Examination of Water and Waste Water**" published by American Public Health Association (APHA).

To have evidences of activities carried out as per above said processes & work instructions, MPCB has made more than 200 formats. These formats are being used at all Eight (8) locations of MPCB laboratories. Laboratory / Location-wise testing activities are mentioned as below.

Sr. No.	Laboratory Location	Scope
1	Navi Mumbai – Central Lab	Laboratory testing services in the field of Environment i.e. analysis of water and waste water, air and flue gases and hazardous waste samples for various parameters prescribed under Water (P & CP Act),1974 and Air(P & CP) Act,1981 HWTB Rules 2016.
2	Pune – Regional Lab	
3	Nasik – Regional Lab	
4	Nagpur – Regional Lab	
5	Aurangabad – Regional Lab	
6	Thane – Regional Lab	Testing of Water, Waste water, Air and Hazardous Waste
7	Chiplun – Regional Lab	Testing of Water, Waste water, Air and Hazardous Waste
8	Chandrapur – Regional Lab	Testing of Water and Air.

Total 35 to 40 HIRA and 30-35 safety management programs are registered. MPCB has more than 50 internal auditors who conducts internal audits of ISO at each site on quarterly basis. Along with other important audit records, MPCB also maintains auditor's score card and conducts Auditor Evaluation during each audit cycle.

Upon completion of internal audits, a site specific management review is being conducted. A corporate management review is getting conducted after all site wise management review.

The addresses of Laboratories are mentioned in Section-18.

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4.3. OBJECTIVE OF THE RFP

MPCB already has its laboratories in the state to be certified for ISO 9001 and OHSAS 18001 standards with an objective to adopt best practices as prescribed by these standards. An Integrated Management system platform, along with due certification and surveillance audits up to March 2016 have been completed.

As a process of continual improvement and due to change in the ISO 9001 standards, MPCB now wants its systems to be compliant to ISO 9001:2015 standards and compliance according to the best practices for various critical functions in its Laboratories across the state.

The objective of this RFP intends to select an Agency, through a fair bidding practice, which has the required experience and expertise to ensure that the above objectives are met within the stipulated time frame.

4.4 EXECUTION PERIOD

The selected service Provider will be required to complete the entire scope as mentioned in Section-19 along with the Certification Process for (i.e. ISO 9001:2015) within a period of THREE (3) months from the date of issue of LoA.

Post certification Surveillance audits should be conducted every TWELVE (12) months or as per requirement of certification authority till re-certification.

Re-certification should be done at the end of 3rd year.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SUBMISSION OF BIDS

The submission of Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in Section- 23. The Bids will be

Envelope 1 / Cover 1: Technical Bid
Envelope 2 / Cover 2 : Price Bid.

5.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

1. It is not received by the due time & date specified in the section 5.7
2. It does not include EMD as stipulated in the RFP
3. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
4. It is not signed and / or sealed in the manner and to the extent indicated in Section 6 of this RFP Document.

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5. It does not conform to the terms and conditions mentioned in the RFP

The Bids of Responsive Bidders shall be evaluated in the following two steps.

5.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION

In the first step, MPCB will evaluate the information submitted by the Bidder in Cover 1 of the Bid. Bids of only the responsive Bidders shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Bid are described in Section-7.4.1. MPCB, on a written demand, will return unopened, the Cover 2 of the Bid, viz: the Price Bid, to the Bidders whose Bids are not responsive.

5.4 STEP 2 (COVER 2) – PRICE BID AND PRICE BID EVALUATION

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section -8. The format for the Price Bid is specified in Annexure – G & H.

A ranked list of Bidders based on the results of the evaluation, as detailed in Section-7 and Section- 8 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder. MPCB is not bound to award a LoA to the lowest price bidder.

5.5 AWARD OF LoA

Successful Bidder would be given a Letter of Award (LoA) stipulating the conditions under which the bid has been qualified as the Successful Bid.

5.6 SIGNING OF ORDER ACCEPTANCE

The Successful Bidder would sign a copy of the Purchase / Work Order as a token of acceptance of the same.

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5.7 SCHEDULE OF ACTIVITIES

Sr. No.	ACTIVITY	Date
1.	Date of Start of Sale of RFP document	12 th Jan 2017
2.	Date of End of Sale of RFP document	25 th Jan 2017
3.	Last date for receipt of requests for clarifications	25 th Jan 2017
4.	Pre-bid Conference	27 th Jan 2017 1500 Hrs
5.	Last date & time for receipt of Bids (Containing Covers 1 & 2) – Bid preparation time	01 st Feb 2017 1700 Hrs
6.	Time and Date of Opening of Cover-1	07 th Feb 2017 1500 Hrs
7.	Presentation by the bidders on their project implementation and support methodology with proposed schedule of activities	09 th Feb 2017 1100 Hrs (detailed schedule to be announced)

Bidders are also requested to read **Section-23** for detailed schedule of activities related to this RFP and bid submission process

In order to enable MPCB to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, only through an e-mail raginibutale@mpcb.gov.in during the evaluation process. MPCB shall adhere to the above schedule to the extent possible. MPCB, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders on e-mail.

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6. PROCEDURES TO BE FOLLOWED

6.1. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), MUMBAI – 400 022
Ph: 022-24014701
Fax: 022-24024068
Email : raginibutale@mpcb.gov.in

All queries that are received on or before the date mentioned in Section 5.7 shall be addressed by MPCB through e-mail only. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

Request for clarifications received from prospective bidders who have not paid the fee for the RFP document as defined in 6.6.1, will not be answered. Such bidders will not be allowed to attend the pre bid meeting and also to bid..

Request for clarifications received after the last date mentioned in Section 5.7, may not be addressed. Decision of the Board in the matter will be final.

The prospective Bidders shall submit the queries only in the format given below:

Sr. No	RFP Page No	RFP Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

6.2. SUBMISSION OF THE BID

1. Cover 1 – Technical Bid
The information to be submitted by the Bidders as Cover 1 of their Bids is described in Section 7 and Section 23.
2. Cover 2 – Price Bid
The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 8 and Section 23.

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3. Submission of the Bid

The Bidders are requested to follow the Bid submission process which is detailed in Section-23 as per the schedule elaborated in Section 5.7 and Section-23.

MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 5.7 and Section 23, will not be opened..

6.3. INITIALING OF THE BIDS

As prescribed in the Annexure 5, under this e-tender process the bids should be digitally signed. Any testimonials being presented should be self-attested before uploading.

6.4. INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. All communication and information should be provided in writing and in the English language only.
4. The metric system shall be followed for units.
5. The price quotations for the bid should be denominated in Indian Rupees.
6. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
7. Arithmetical errors will be rectified as follows –
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
 - b. In case of discrepancy between grand total obtained by adding various line item totals & the grand amount stated in words, the grand total will be recalculated and the same will be taken as correct.
 - c. **The price bid will be treated as inconsistent & non-responsive, in case if more than one type of discrepancy is observed in the price bid. Such price bid/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.**

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8. MPCB reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Bid.
9. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in this Request for Proposal, MPCB reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied across all the Bidders.
10. The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with MPCB. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the "Contact Person" and "Authorized Representative and Signatory". This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
11. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
12. MPCB reserves the right to reject any or all of the Bids without assigning any reason whatsoever
13. Conditional bids may be summarily rejected.
14. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MPCB reserves the right to vet and verify any or all information submitted by the Bidder.
15. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection and the Bid Security will be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MPCB and if MPCB is adequately satisfied.
16. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPCB shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

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6.5. VALIDITY OF THE PRICE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days.

Non-adherence to this requirement and other terms stipulated in the RFP document may be a ground for declaring the Bid as non-responsive. However, MPCB may solicit the Bidder's consent for extension of the period of validity if the Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting MPCB's request for extension of validity shall not be permitted to modify his Bid in any other respect.

6.6. FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.6.1. Fees for Request for Proposal (RFP) document

The RFP can be purchased by making a payment (non-refundable) of Rs. 10,000.00 (Rs. Ten Thousand only) through online payment. Pls refer Section 23 of this document for the payment methodology.

It is mandatory for the bidders to display the proof of purchase of the RFP document to attend the pre-bid meeting. Prospective bidder failing to pay the fee for the RFP during the sale of RFP document will neither be allowed to attend the pre-bid meeting nor will his bid be accepted.

6.6.2. Earnest Money Deposit (EMD)

Bidders are required to submit a Earnest Money deposit (EMD) for an amount of **Rs. 2,00,000.00 (Rupees Two Lakh Only)**. Pls refer Section 23 for the payment of the same. Bids of the bidders who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

MPCB shall reserve the right to forfeit the Bidder's EMD under the following circumstances:

1. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 9.1 (or as may be extended).
2. If the Bidder, for the period of Bid validity:
 - i) in MPCB's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MPCB in this regard and / or
 - ii) fails or refuses to execute the LoA (in the event of the award of the Project to it) and/or
 - iii) fails or refuses to furnish the Service Performance Guarantee within the stipulated time
3. Any claim made or information provided by the Bidder in the Bid or any information

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provided by the Bidder in response to any subsequent query by MPCB, is found to be incorrect or is a material misrepresentation of facts

In the event that any Bid is non-responsive or rejected after technical evaluation, the EMD of such Bidders shall be refunded with the unopened Cover – 2 of their Bid.

In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the Project to the Successful Bidder through the issue of the LoA for the same. The EMD of the successful Bidder will be returned only on submission of SPBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 45 days of award of contract.

7. SUBMISSION OF TECHNICAL BID: COVER - 1

7.1. CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

The Bidder shall fulfill the following Minimum Eligibility Criteria to participate in the bidding process. The Bidder should provide necessary documentary evidences of compliance as follows. Failure to do so for any of the Criteria mentioned below shall result in disqualification of the Bidder.

1. The Bidder should be a Corporate entities, public or private limited company registered / incorporated under The Companies Act, 1956, and in business for a minimum of Ten (10) years of experience in certification of quality standards of which Five (5) years of relevant experience in ISO certifications and its consultations as of 31st March 2016. No consortiums allowed. Certification bodies for ISO / OHSAS are not eligible.
2. Bidder should have office in Maharashtra.
3. The bidder should have a minimum Turn Over of Rs. 3,00,00,000.00 (Rs. Three crores only) as on 31st March 2016 and should be profitable for the past five years.
4. The Bidder should have completed at least FIFTEEN (15) of ISO 9001 certification in the last 3 years ending 31st March 2016.
5. The bidder must be and ISO 9001 certified having a Valid Certificate on the date of bidding
6. The Bidder should have officially purchased the RFP document online from MPCB office by paying the necessary fees as per section 6.6.1 of the RFP.
7. The Bidder should submit the EMD as stipulated in section 6.6.2
8. Bidder should submit PAN number, DIN number and CIN number.
9. Bidder should submit the status about being blacklisted by institution in India if any.
10. The bids **NOT** meeting either of the above mentioned minimum criteria for eligibility will be rejected summarily.

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7.2. COVER 1: INFORMATION FORMATS

Bidders are required to organize Cover-1 as per the following checklist -

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
Section 1	1. Covering Letter as per the format specified in EXHIBIT 1 2. Attested copy of Power of Attorney 3. EMD as per section 6.6.2 4. Certificate of incorporation / registration 5. CA's certificate about the Turnover / Average Turnover 6. Proof of Purchase of the RFP document 7. Orders in Compliance to section 7.1 (4)

7.3. TECHNICAL BID - COVER 1

The Cover 1 submission will also include Technical proposal of the bidder.

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
Section 2	i) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1 ii) Technical proposal highlighting a. Company profile b. Proposed methodology and schedule with Gyan chart to execute the project as envisaged in the RFP document. c. Resource personels with their skill sets and deployment plan of each resource person for MPCB. d. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 7.4.1

7.4. TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover 1 of the Bid Document alongwith technical proposal as per 7.2 and 7.3, the Technical Bid detailing his credentials for executing this project and the highlights of the services proposed with respect to scope of work defined in the Bid Document and the benefits that would accrue to MPCB. The Screening Committee appointed for this purpose will do this evaluation. The Technical Bid will contain all the information required to evaluate the bidder's suitability to MPCB for the purpose of this project.

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The guidelines for evaluation have been designed to facilitate the objective evaluation of the Technical Bid submitted by the bidder. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. In case any of the information is not made available, the Committee will assign zero (0) marks to that item.

While evaluating the Technical Bid, MPCB reserves the right to seek clarifications from the Bidders. Bidders shall be required to furnish such clarifications in a timely manner.

MPCB also reserves the right to seek additions, modifications and other changes to the submitted Bid. Bidders shall be required to furnish such additions / modifications / other changes in a timely manner.

7.4.1. Evaluation of Technical Bid

The technical evaluation of the bidders will be done based on the criteria and marking system as specified as follows:

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Sr. No.	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
1	Financial Capability		5	
	Average Annual Turnover (AT) of Bidder for past 3 financial years ending 31/03/2016			Certificate from CA
	AT < Rs.3.00 crores but ≥ 1 .00 Crores	1		
	AT < Rs. 5.00 crores but ≥ 2 .00 Crores	3		
	AT ≥ Rs. 3.00 Crores	5		
2	Organisation's Capability		30	
a	Number of Certified Lead Auditors for ISO 9001:2015.		10	List of Certified resources on company role for a minimum six months, attested by the Bidding Organisation
	Total Lead auditors 5 Nos.	5		
	For every additional Lead auditor	1		
b	Number of Certified Internal Auditors for ISO 9001:2015.		10	
	Internal auditors 10 Nos	5		
	For every additional Internal auditor	1		
c	IRCA / Exemplar Global approved ISO lead auditor tutor if yes.	5	10	
3	Past Performance		45	
a	Completed Orders for ISO 9001 certification in the past 5 years ending 31/03/2016		10	Self declared List / Copies of the orders
	Orders ≥ 25	10		
	Orders < 25 but ≥ 20	7		
	Orders < 20 but ≥ 15	5		
	Orders < 15	0		
b	Completed Orders for ISO 9001 certification of Multi-location Certification of locations > 5.		10	
	Orders ≥ 5	10		
	Orders < 5 but ≥ 3	5		
	Orders < 3 but min = 1	3		
c	Completed Certifications of ISO 9001 orders for Laboratories in the past 5 years ending 31/03/2016		10	
	Order ≥ 3	10		
	Order = 2	5		
	Order = 1	2		
d	Completed Orders for ISO 9001 certification in Govt / Semi-Govt / PSU laboratories executed in past 5 years		5	
	Min =1	3		
	Orders ≥ 2	5		
e	Completed Orders for ISO 9001 migration to ISO 9001:2015 (Per order marks : 5)		10	
4	Presentation on Implementation methodology and plan		20	Write-up of plan, proposed schedule to be included in Technical Bid and actual presentation
TOTAL MARKS			100	

Each responsive Bid will be attributed a **technical score denoted by symbol "S(t)".** The technical score shall be out of a maximum of 100 marks.

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If in MPCB's opinion, the Technical Bid does not meet the minimum technical specifications & service requirements or is otherwise materially deficient / inconsistent in any other aspect; the Bid shall be declared Technically Evaluated & Non-Responsive and shall not be considered for further evaluation.

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **70**, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to **70**, the Board will decide an acceptable price band and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the SUCCESSFUL BIDDER.

7.5. PRESENTATION BY BIDDERS

MPCB shall invite the Bidders to make a presentation, at their own cost and expenses, for their execution methodology and support plan. The schedule for the presentation along with date and time slot will be communicated to the bidder/s, by MPCB at a later date. The presentation needs to be made by the proposed Project Manager for the project. A hard copy of the presentation, duly signed and stamped should be handed over to MPCB at the time of presentation.

8. EVALUATION OF PRICE BID: COVER 2

8.1 PRICE BID PARAMETERS

Bidders are required to offer their best prices for the services only in the format of the price bid given at Annexure-G & H of this RFP document. Price offer in any other format will result in rejection of the bid and disqualification of the bidder from the evaluation process.

8.2 EVALUATION OF PRICE BIDS AND RANKING

The price bids of only technically successful bidders whose technical Bids have been awarded **70** or more marks by the Committee will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price arrived at by addition of Sub Total – 1, Sub Total -2 and Sub Total-3 will be considered. Lowest Price bid (denoted by symbol "P (m)") will be allotted a Price score of 100 marks. The Price score will be denoted by the symbol "S (p)". The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

These Price scores will be computed as: $S (p) = 100 * (P (m) / P)$ where P is the Price bid

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of the bidder whose Price score is being calculated. The Price score shall be out of a maximum of 100 marks.

8.3 COMPUTING THE FINAL SCORE

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.70 of the Technical score and 0.30 of the Price score. The composite score (S) will be derived using following formula:

$$S = (S(t) * 0.70) + (S(p) * 0.30) .$$

Thus the composite score shall be out of a maximum of 100 marks.

The responsive bidders will be ranked in descending order according to the composite score as calculated based on the above formula. The highest-ranking vendor as per the composite score will be selected. However in order to ensure that MPCB gets best solution in technical terms, MPCB reserves the right to enter into negotiation with bidder having highest technical score and place order with this bidder at a suitable price.

8.4 AWARD CRITERIA

Final choice of MPCB to award this project to a suitable bidder to execute this project shall be made on the basis of composite scoring arrived as per formula mentioned above.

8.5 NOTIFICATION OF AWARD

MPCB will notify the successful bidder in writing that his bid has been accepted. Upon the successful bidder's furnishing of performance security, MPCB will promptly notify each unsuccessful bidder and will discharge their bid security.

9. PAYMENT TERMS

9.1 The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids

9.2 Following payment terms will be offered to the successful Bidder:

1. Within 15 days of receipt of LoA the Successful bidder will submit to MPCB a PBG for 10% of the value of the contract. The PBG shall be in the form of a guarantee of a Nationalised Bank(s) acceptable to the MPCB and shall be valid for one year from the date of acceptance of the successful bidders' deliverables by MPCB and issuance of Certificate of Operation (CoOp) by MPCB.
2. 30% payment of Part 1 Services¹ shall be made upon completion of Gap Assessment activity.
3. 30% payment of Part 1 Services shall be made upon the closure of Training &

¹ Part-1: Professional Service charges for ISO 9001:2015 Certification (sr. 1 and 2 of the price bid)

² Part 2: Year wise ISO 9001 Surveillance Services (sr. 3 of the price bid)

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completion of documentation required for tasks detailed in Section- 19(Scope of work) and otherwise related to ISO-9001certification.

4. Final 40% payment of Part 1 Services shall be made upon the receipt of ISO 9001 certificate of compliance by MPCB from the Certification Agency.
5. 100% payment of Part 2 Services² (yearly) shall be made upon successful completion of job in the respective year.
6. Payment shall be released within 30 days of receipt of correct invoice with supporting documents, certified by MPCB official concerned in respect to the activity completed.
7. All payments will be made after deduction of penalties if any, vide a crossed cheque payable in Mumbai or RTGS and within 30 days of submission of invoice.

9.3 Liquidity Damages and Penalty:

In case the services are not completed within the benchmarked period as mentioned in clause 4.4 or any extended period (in writing) by MPCB, then penalty would be imposed at the rate of 2% of the contract value for delay of every week of delay or a part thereof subject to a maximum of 10% of the contract value.

In case of the delay is beyond the maximum penalty period, MPCB may invoke the PBG and may consider termination of the contract.

10. INDEMNIFICATION

The bidder hereby agrees and undertakes that, during the Term of the Contract, it shall indemnify and keep indemnified and otherwise save harmless, MPCB from any third party suits instituted against MPCB which are proved to be because of a direct consequence of the installation and / or use of equipment & services provided by the successful bidder.

11. ASSIGNABILITY

The successful bidder will not assign its rights, title or interest in the contract in favour of any third party without prior written consent of MPCB. MPCB reserves its rights to grant such consent on such terms and conditions, as it deems fits and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

12. CONFIDENTIALITY

Successful Bidder shall hold data and information about MPCB, obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of MPCB.

²part 2: Year wise ISO 9001 Surveillance Services (sr. 3 of the price bid)

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Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of this contract, information received from each other hereto in connection with this agreement as well as the business operations and affairs of MPCB or the successful bidder and their affiliates and shall not provide access to such information to any third party. Non Disclosure Agreement (NDA) will be signed at the time of Award of contract.

13. CORRUPT & FRAUDULENT PRACTICES

MPCB requires that the bidder under this RFP document maintains highest standards of ethics during procurement and execution of this project. In pursuance of this policy the board defines the terms set forth as follows

“corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action or decision making of public official in the procurement process or execution of the project.

“fraudulent practice” means misrepresentation of facts in order to influence the action or decision making of public official in the procurement process or execution of the project to the detriment of the board, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the board the benefits of free & open competition.

If it is determined that bidder / s are engaged in corrupt & fraudulent practices their bid/s will be rejected and also will be declared ineligible for indefinite period or a stated period to time to participate in any future RFP floated by MPCB.

14. TERMINATION OF CONTRACT

14.1 Termination for Default

MPCB without prejudice to any other remedy available for breach of Contract may terminate the Agreement in whole or in part, by a 7 days' notice in writing to the System Integrator for any one or all of the following. On such termination, in addition to any other remedy available under the contract the EMD / PBG /SPBG will be liable for forfeiture.

1. The System Integrator in the judgment of MPCB has made any misrepresentation of facts and / or engaged in corrupt, fraudulent practices. MPCB shall afford an opportunity to the System Integrator to represent his case before termination of the agreement.
2. The System Integrator fails to complete the project within the given time frame as mentioned in Clause 4.4 of this RFP.

In the event MPCB terminates the Agreement in whole or in part, MPCB may procure upon such terms and in such manner as it deems appropriate products and / or service similar to those undelivered and the System Integrator shall be liable to pay to MPCB for any excess costs occurred for procuring such similar services.

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14.2 Termination for Insolvency

If the System Integrator becomes bankrupt or otherwise insolvent, MPCB may terminate the Contract by giving written notice of 15 days to the System Integrator. In this event, termination of the contract will be without compensation to the System Integrator, provided that such termination shall not prejudice any right to action or remedy available to the MPCB which is provided in the RFP document,.

15. ARBITRATION

All disputes, differences, claims and demands arising under or pursuant to or touching this document shall be settled by arbitration of sole arbitrator to be appointed by both the parties and failing such agreement, by two arbitrators, one to be appointed by each party to disputes. All arbitrations shall be held at Mumbai location.

16. FORCE MAJEURE

Notwithstanding the provisions of the RFP, the service provider or MPCB shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving MPCB or Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the service provider shall promptly notify MPCB in writing of such condition and cause thereof. Unless otherwise directed by MPCB in writing, the service provider shall continue to perform its obligations under contract as far as possible.

17. LEGAL JURISDICTION

All legal disputes are subject to jurisdiction of Mumbai courts only.

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18. LOCATION-WISE LIST OF MPCB LABORATORIES

Sr No	Location	Address
1	Central Laboratory, Navi Mumbai.	Central Laboratory, Maharashtra Pollution Control Board, "Nirmal Bhavan", P-3, MIDC Industrial Area, Mahape, Navi Mumbai- 400 701 .
2	Regional Laboratory, Pune.	Regional Laboratory, Maharashtra Pollution Control Board, Jog Centre, 3rd Floor, Mumbai Pune Road, Wakdewadi, Pune- 411003 .
3	Regional Laboratory, Nagpur	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Civil Lines, Nagpur- 400001 .
4	Regional Laboratory, Aurangabad.	Regional Laboratory, Maharashtra Pollution Control Board, A-4/1, Paryavaran Bhavan, Behind Dhoot Hospital, Chikalthana MIDC Aurangabad- 431210
5	Regional Laboratory, Thane.	Regional Laboratory, Maharashtra Pollution Control Board, Office Complex Building, 5th Floor, Wagle Industrial Estate, Thane
6	Regional Laboratory, Chiplun.	Regional Laboratory, Maharashtra Pollution Control Board, Parkar Complex, 1st Floor, Behind Nagar Parishad, Chiplun- 415605 , Dist. Ratnagiri.
7	Regional Laboratory, Nashik.	Regional Laboratory, Maharashtra Pollution Control Board, Udyog Bhavan, Satpur MIDC, Near ITI, Nashik- 422 107 .
8	Regional Laboratory, Chandrapur	Block No. 13/14, Ground floor, New Administrative Building, Mul Road, Chandrapur -422401

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19. PROPOSED SCOPE OF WORK

Following is the scope to be executed by the Service Provider under the contract for this assignment.

It may be noted that MPCB, currently has all its EIGHT (8) laboratories certified for ISO 9001:2008 and OHSAS 18001:2007 under a common certificate. The scope given below includes the duties to be performed at all the EIGHT (8) Laboratories and MPCB HO, Sion. Laboratory-wise activities conducted by MPCB are mentioned in the table below.

Sr. No.	LAB / RO Location	Location specific Scope
1	Mumbai – Central Lab	Testing services in the field of Environment like monitoring air, water and hazardous waste and analysis of water and waste water, air and flue gases and hazardous waste (HW) samples for various parameters prescribed as per consent conditions.
2	Pune – Regional Lab	
3	Nasik – Regional Lab	
4	Nagpur – Regional Lab	
5	Aurangabad – Regional Lab	
6	Thane – Regional Lab	Same As above excluding HW, Bacteriology and Metals
7	Chiplun – Regional Lab	Same As above excluding HW and Bacteriology
8	Chandrapur – Regional Lab	Environmental testing related to Air samples only
9	Head Office	Common functions like HR, Management & Document Control

19.1 Transition and Certification

19.2 ISO 9001:2015 Certification

This should cover the following activities:

- a) Study the existing QMS (part of the Integrated Management System) for ISO 9001: 2008 prevailing at MPCB Laboratories
- b) Identify and document the scope of ISO 9001:2015 Certification for MPCB after review of the prevailing systems and procedures. Service provider needs to identify functional areas and processes to be covered in the scope and document the scope as per ISO 9001:2015 certification requirement.
- c) Conduct ISO 9001:2015 Gap assessment. Service provider shall conduct gap assessment against the ISO 9001:2015 standard and provide the current status to MPCB management.
- d) Prepare guidelines, procedures, policies and other documents. If required the selected agency would have to revise or formulate new required documentation Standard & guidelines, Procedures etc. The required

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documentation should also include the steps to be performed for ongoing ISO 9001:2015 compliance.

- e) Engage External certification Agency. The Service provider would have to provide assistance for engaging external certification agency for Certification audit and extend support during Certification audit.
- f) The service provider will also provide services for 3 years which includes the first ISO 9001:2015 certification, subsequent annual surveillance audits and re-certification at the end of 3 years.
- g) Deliverables for Certification:
 - i. Pre-certification Gap assessment followed by Audit report
 - ii. ISO 9001:2015 Certification and re-certification by the approved certification agency. The agency has to mention the certification agency in the technical offer. This deliverable would be considered in the evaluation.

19.3 Capacity Building

- a) Train 4 Lead auditors for ISO 9001:2015 accredited by IRCA or Exemplar Global or NRBPT
- b) Conduct awareness and On-Floor sessions for different audience of MPCB at MPCB Laboratories mentioned in Annexure -1. A minimum of 16 hours of training should be imparted to the core team identified by MPCB. For balance nominated staff of MPCB, an e-learning content for on-line training of MPCB should be developed.
- c) Train at-least 25 Internal auditors for conducting internal audits as per ISO 9001:2015
- d) The Engaged service provider shall provide Mailers & Posters for raising awareness within MPCB.
- e) Service Provider may also propose the automated solutions for periodic awareness for staff.

19.4 Documentation

- a) All documentation required for tasks detailed in this section and otherwise related to ISO 9001:2015 certification need to be completed & submitted to MPCB by the service provider.
- b) Establish a web based Document Management System
- c) Service provider will be required to prepare and display necessary exhibits of the specifications as required for compliance of the standards

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such as quality statements, signage etc, The required exhibits should be of good quality (pre-approved by MPCB) and should be displayed within every Laboratory prominently to serve their purpose as prescribed by the respective ISO standards. A minimum of 25 types such signage boards should be fixed per laboratory.

19.5 Overall deliverables

The Service Provider has to ensure the following deliverables. Upon successful acceptance of the same by MPCB and upon receipt of Certification from the external auditing agency, MPCB will issue a Certificate of Operation (CoOP) to the Service Provider.

- Improving testing efficiency at all 8 Laboratories
- Support for analysis of KPI and identifying opportunities / actions to meet defined targets
- Developing lab wise competency as per ISO 9001:2015
- Support in evaluating external Customer satisfaction
- Support for analysis of customer satisfaction and recommend actions for improvement
- Support in developing IMS Manual, IMS procedures
- Legal register for monitoring and evaluating legal compliance
- Support in documenting level 3 documents like SOP and OPC's
- Certified Internal auditors as per requirements of latest standards
- Clearly defined roles, responsibilities
- IMS Objectives and identification of management programs to deliver targets defined as per objective.
- Web based Document Management system

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20. EXHIBIT – 1

FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidder on Company Letterhead along with the Cover 1 of the Bid)

Date:
Place:

To,

**Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 22**

Dear Sir,

Sub: RFP for selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001:2015

Please find enclosed our Bid for **“Service Provider to provide consultancy to MPCB laboratories in Maharashtra for ISO 9001: 2015 recertification”** in response to the Request for Proposal (RFP) Document issued by **MPCB** dated

We hereby confirm the following:

1. The Bid is being submitted by *(name of the Bidder)* who is the Bidder in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by **MPCB** and in any subsequent communication sent by **MPCB**. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from **MPCB**.
3. We have enclosed the EMD as per the RFP terms.
4. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
5. We as the Bidder (Please strike out whichever is not applicable), designate Mr/Ms (mention name, designation, contact address, phone no., fax no., etc.), as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

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21. EXHIBIT – 2

FORMAT FOR COVERING LETTER SUBMISSION- WITH PRICE BID

(The Price Bid should be submitted along with the following cover letter on Company Letterhead. Format of Price Bid is given in Annexure - 4)

Date:
Place:

To,

**Member Secretary
Maharashtra Pollution Control Board
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema, Sion Circle,
Sion (E), Mumbai – 400 022**

Dear Sir,

Sub: RFP for selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001:2015 recertifications

As a part of the Bid, we hereby make the following price offer to the MPCB.

The cost of the services to be provided as per the requirements stipulated in this RFP is mentioned in the Price Bid as per **Annexure – H** of the RFP. The price quoted is for the Scope of work as defined in Section 19.

We agree to bind by this offer if we are selected as the Successful Bidder.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

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22. ANNEXURES

Maharashtra Pollution Control Board, Mumbai, Maharashtra

RFP for selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001:2015

Annexure A - Bidder's Information

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company			
4	Details of Incorporation of the Company.	Date:		
		Ref#		
5	Valid VAT registration no.			
6	Valid Service tax registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13. Financial Details (as per audited Balance Sheets) (in Lakhs (Rs.))				
	Financial Year	2013-14	2014-15	2015-16
	Net worth			
	Turn Over			

Signature: _____.

Name: _____

Designation: _____

Date: _____, Place _____

Seal: _____

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Annexure B– Format Power of Attorney

(On a stamp paper of relevant value)

Know all men by the present, we _____
(name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the RFP No. _____ by MPCB, including signing and submission of all the documents and providing information / responses to MPCB in all the matter in connection with our Offer.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2017

For _____.
(Signature)
(Name Designation and Address)

Accepted
(Signature)
(Name Designation)
Date:
Business Address:

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**Annexure C- Letter of Undertaking
(On Bidder's Letter Head)**

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 2nd to 4th floor,
Opp. Cine Planet Cinema,
Sion Circle, Sion, Mumbai-400 022

Sir,

Reg.: Our Bid in response to Request for Proposal (RFP) No. PSO/01/2017 dated 11th Jan 2017 for **“Request for Proposal (RFP)** for Selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001: 2015 Certification”

We submit our Bid herewith.

We understand that

- You are not bound to accept the lowest or any Offer received by you, and you may reject all or any Offer.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, within 10 days of receipt of your LoA, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this Offer together with your written acceptance thereof shall constitute a binding contract between us.
- If our Bid is accepted, we will be responsible for the due performance of the contract.

Dated at _____ this _____ day of _____ 2017.

Yours faithfully

For _____

Signature: _____

Name: _____

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Annexure D- Declaration regarding Clean Track by Bidder
(On Bidder's Letterhead)

To

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema,
Sion Circle, Sion, Mumbai-400 022

Sir,

Subject: Our Bid in response to Request for Proposal (RFP) No. PSO/01/2017 dated 11th Jan 2017 for **“Request for Proposal (RFP) for Selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001: 2015 Certification”**

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

No.	Country in which the company is debarred/blacklisted/case is pending	Black listed/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Authorised Representative)

Printed Name

Designation

Seal

Date:

Business Address:

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Annexure E - Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.]

B - Bidder's Experience

Provide details your past experience:

Sr. No.	Name of Client with Contact Person details (telephone, email, preferred time to contact)	Type of Certification details	ISO	Approximate cost of contract/ Project cost	Duration of Project (months)

Note: Please provide documentary evidence from the client wherever applicable.

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

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Annexure F- Resources to be deployed

Provide details of the resources to be deployed for MPCB project. The resources should be permanent employees of the bidder

Sr. No.	Name of Resource	Certification Details	Total relevant experience in number of years	Total No. of years in the present employment

Signature: _____.

Name: _____ -

Designation: _____

Date: _____, Place _____

Date: _____, Place _____

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Annexure G - Price Bid Form

(Bidder's Letter Head)

(To be included in Commercial Bid Envelope only)

To

Date:

The Member Secretary
MAHARASHTRA POLLUTION CONTROL BOARD,
Kalpataru Point, 3rd floor,
Opp. Cine Planet Cinema,
Sion Circle, Sion, Mumbai-400 022

Dear Sirs,

Subject: Our Bid in response to Request for Proposal (RFP) No. PSO/01/2017 dated 11th Jan 2017 for "**Request for Proposal (RFP)** for Selection of Service Provider to provide consultancy to MPCB Laboratories for ISO 9001: 2015 Certification"

Having examined the RFP Documents placed along with the above referred RFP, we, the undersigned, offer to provide the required services in conformity with the said RFP documents for the sum of Rs. _____ (Rupees _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid. We confirm that price bid covers all expenses towards execution of the assignment till completion and is inclusive of all prevailing taxes and duties.

We agree to abide by the bid and the rates quoted therein for the orders awarded by MPCB up to the period prescribed in the RFP which shall remain binding upon us. Until a formal contract is signed with the selected service provider, this bid shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest bid that you may receive.

Dated this..... Day of.....2017

(Signature) –

(Name)

(In the capacity of)

Duly authorized to sign Offer for and on behalf of

Maharashtra Pollution Control Board, Mumbai, Maharashtra

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Annexure H- Price Bid Format

Note: Commercial Offer has to be entered online. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer. Additionally, the Bidder should also submit a softcopy of their price bid in the format mentioned below duly printed on their Company Letterhead and signed and sealed as mentioned in the RFP. Commercial Bids not received in this manner / in any other format will be considered as non-responsive and hence may not be evaluated.

Sr. No.	Particulars	Unit cost (Rs)	Tax (Rs)	Total (Rs)
1.	Professional Service charges for certification consulting for ALL Laboratories as mentioned in Scope			
a	ISO 9001:2015 consultation charges			
	<i>Total consulting charges</i>			
2.	Certification charges			
a	ISO 9001:2015 certification charges			
	<i>Total certification charges</i>			
3.	ISO 9001:2015 Surveillance Services			
a	Year 1 Certification			
b	Year 2 Surveillance			
c	Year 3 Re Certification			
	<i>Total Surveillance charges (a+b+c)</i>			
	Grand Total (1 + 2 + 3) inclusive of Taxes			

Grand Total Amount in Words

Rs.: _____

- Note:**
1. Grand Total is the sum of Price for ALL regions mentioned above
 2. The prices quoted are for the Scope of Work as mentioned in Annexure 2
 3. The prices are valid for 180 days from the date of bid.

For and on behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date:

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Annexure I – Proforma for Performance of Bank Guarantee

Date

Beneficiary: MAHARASHTRA POLLUTION CONTROL BOARD

(Please insert complete address)

Performance Bank Guarantee No:

We have been informed that----- (hereinafter called “the service provider ”) has received the work order no. “-----” **dated** ----- issued by Maharashtra Pollution Control Board (**MPCB**), for ----- (hereinafter called “the Work Order”).

Furthermore, we understand that, according to the conditions of the work order, a Performance Bank Guarantee is required.

At the request of the service provider, We ----- (name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.----- (in figures) (Rupees----- (in words)----- only)** upon receipt by us of your first demand in writing on or before ----- (Date) declaring the service provider to be in default under the work order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Please note that you may, if you so require, independently seek confirmation with – (Bank Name & Issuing branch address)-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

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(i) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----<Amount in figures and words>.

(ii) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of MPCB within three months of the expiry of the validity period of this Bank Guarantee viz. from ----

(iii) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>
All claims under this Bank Guarantee will be made payable at -----
----- (Bank & Its Address).

{Signature of the Authorized representatives of the Bank}

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Annexure J - Non-Disclosure Agreement

This Agreement is made and entered on this ----- day of -----, 2013 ("Effective Date") between MAHARASHTRA POLLUTION CONTROL BOARD, a State Govt. Statutory Board and having its registered office at MPCB, Kalpataru Point, 2nd, 3rd and 4th floor, Opp. Cine Planet Cinema, Sion Circle, Sion, Mumbai-400 022 (Hereinafter referred to as "MPCB", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

_____, a company registered in _____ and having its registered office at _____ (Hereinafter referred to as "-----", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

MPCB and ----- shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between MPCB and ----- to perform the considerations (hereinafter called "Purpose") set forth in below:
(STATE THE PURPOSE)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by

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the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

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Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

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Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in
3. whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
4. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS THEREOF, the parties hereto have duly executed this agreement by their duly authorized representatives as of the effective date written above.

Maharashtra Pollution Control Board

Mumbai

By:

Name:

Designation:

Service Provider Name

Place

By:

Name:

Designation

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23. DETAILS FOR E-TENDER PROCEDURE

NOTICE DETAILS

Tender Reference no.	MPCB/PSO/e-Tender No-01 Date :11/01/2017
Name of Work / Item	selection of Service Provider to provide consultancy to MPCB Laboratories in Maharashtra for ISO 9001:2015
Cost of blank tender document & Mode of Payment	Rs. 10,000/- (Rupees Ten Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
EMD Amount & Mode of Payment	Rs.2,00,000/- (Rupees Two Lakhs Only) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
Date ,Time and Place of Pre Bid Meeting	27 th Jan 2017 15:00 Hrs at MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (E), Mumbai-400 022
Date ,Time and Place for Training on e-Tendering Process	27 th Jan 2017 11:00 Hrs at MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Venue of online opening of tender	MPCB Conference Hall, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Address for Communication	Member Secretary MPC Board, Kalpataru Point, 4 th Floor, Sion Matunga Scheme Road No.8,Opp. Sion Circle. Sion (East), Mumbai - 400 022
Contact Telephone & Fax Numbers	Tel.No. - 022- 240 10 437 Fax - 022- 240 87 295 Email - raginibutale@mpcb.gov.in
e-Tendering Helpline Support: Monday-Friday: 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM	<u>Telephone:</u> 020 - 3018 7500 <u>Email: support.gom@nextenders.com</u>

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e-TENDER TIME SCHEDULE

Please Note: All bid related activities (Process) like Tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of Tender</i>	<i>Department</i>	11-01-2017	11.00	11-01-2017	17.00
2	Tender Download	Bidders	12-01-2017	10.00	25-01-2017	17.00
3	Bid Preparation		12-01-2017	10.00	01-02-2017	17.00
4	<i>Superhash Generation & Bid Lock</i>	<i>Department</i>	02-02-2017	11.00	02-02-2017	13.00
5	Control Transfer of Bid	Bidders	02-02-2017	13.01	04-02-2017	17.00
6	<i>Envelope Opening</i> 1	<i>Department</i>	07-02-2017	15.00	07-02-2017	17.00
7	<i>Envelope 2 Opening</i>		14--02-2016	11.00	14-02-2017	13.00

* Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

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INSTRUCTIONS TO BIDDERS FOR e-Tendering

GENERAL INSTRUCTIONS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra**:
<https://maharashtra.etenders.in>

The Contractors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

An important Training Workshop on e-Tendering procedure will be held on 30-12-2015 at 11:00 Hrs. at 4th floor Conference Hall , MPCB, Sion.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as **Net Banking, Debit Card and Credit Card** during **Tender Document Download stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

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If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**, Email: support.gom@nextenders.com

For a bidder, online bidding process consists of following 3 stages:

1. *Online Tender Document Purchase and Download*
2. *Online Bid Preparation*
3. *Online Bid Submission*

All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process.

TENDER DOCUMENT PURCHASE AND DOWNLOAD:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of Maharashtra Pollution Control Board on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.**

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

The Tender form will be available online only. Tender forms will not be sold / issued manually from M.P.C.Board office

The bidders are required to download the tender document within the pre-scribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

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PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

EARNEST MONEY DEPOSIT (EMD)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, and NEFT/RTGS** during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected. No exemption will be given for EMD.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

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Sr. No.	List of Documents	Compulsory / Additional
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration and Service Tax registration certificate	Compulsory
6	CA's Certification regarding Turnover / avg Turnover of the bidder as on 31 st March 2016	Compulsory
7	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
8	Technical Proposal as mentioned in section 7.2 section2	Compulsory
9	Covering Letter As per Format in EXHIBIT 2	Compulsory
10	List of projects executed in compliance to section 7.4.1 along with Contact details of customer	Compulsory
11	List of resource persons with their Certificate copies	Compulsory
12	Annexures A to F	Compulsory

COMMERCIAL BID

All commercial offers must be prepared online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

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Online Bid Submission

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of **Bid Preparation**, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of **Bid Preparation** should be completed within the pre-scribed schedule given for bid preparation.

After **Bid Preparation**, the bidders are required to complete **Bid Submission** activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. **1054/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (Sify NexTenders) at the time of commencing **Online Bid Submission** stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

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Detailed list of different modes of online payment to e-tendering service provider (**E-Payment Options**) has been provided under **E-Tendering Toolkit for Bidders** section of **<https://maharashtra.etenders.in>** .

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

OPENING OF BIDS:

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders (if possible).

Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's

Commercial Envelope will not be considered for further action but the same will be recorded.

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Decision of the tender opening authority shall be final in this regard.

The right to accept or reject any or all tenders in part or whole without assigning any reason thereof is reserved with Tender Opening Authority and his decision(s) on the matter will be final and binding to all.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

COMMERCIAL ENVELOPE (C1):

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only,

PRICE SCHEDULE

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

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Final List of Documents to be uploaded Online:

The following documents should be uploaded by the bidders in the form of PDF Files in the same order as mentioned below, on the e-Tendering website during **Online Bid Preparation** stage.

Sr. No.	List of Documents	Compulsory / Additional
	FOR TECHNICAL BID	
1	Covering Letter As per Format in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Proof of Purchase of RFP	Compulsory
4	EMD as per Section 6.6.2	Compulsory
5	Certificate of incorporation / Registration and Service Tax registration certificate	Compulsory
6	CA's Certification regarding Turnover / avg Turnover of the bidder as on 31 st March 2016	Compulsory
7	Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 7.4.1	Compulsory
8	Technical Proposal as mentioned in section 7.2 section2	Compulsory
9	Covering Letter As per Format in EXHIBIT 2	Compulsory
10	List of projects executed in compliance to section 7.4.1 along with Contact details of customer	Compulsory
11	List of resource persons with their Certificate copies	Compulsory
	FOR COMMERCIAL / PRICE BID	
1	Covering Letter As per Format in EXHIBIT 2	Compulsory
2	Price Bid in the format given in Annexure H, duly signed and sealed	Compulsory
3		

Note: During **Online Bid Preparation**, apart from the above mentioned documents, if any need arises to upload additional documents in Technical Envelope, an option of '**Upload Additional Documents**' has been provided in the e-Tendering software which will be available to bidders during **Online Bid Preparation** stage

**Maharashtra Pollution Control Board, Govt. of Maharashtra
Selection of System Integrator for
Data Centre Core Infrastructure Modernisation**
