



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY
FOR AMBIENT NOISE LEVEL MONITORING DURING
GANESH, DIWALI FESTIVALS & OTHER OCCASIONS AND
MAJOR CITIES' NOISE MONITORING IN MAHARASHTRA**

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Date of Publish: 30th July 2025

Tender Fee: INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only)

ISSUED BY:

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Table of Contents

DISCLAIMER	5
ABBREVIATIONS	6
KEY TERMS- DEFINITION	8
NOTICE FOR REQUEST FOR PROPOSAL	10
SECTION 1:INTRODUCTION.....	14
1.1 Background	14
1.2 Purpose	14
SECTION 2: INSTRUCTIONS TO BIDDERS	15
2.1 Consortium/ Joint Venture / Sub-contracting	15
2.2 Conflict of Interest:	15
2.3 Completeness of Response.....	15
2.4 Proposal Preparation Costs.....	16
2.5 Bidder Inquiries.....	16
2.6 Amendment of RFP Document	16
2.7 Supplementary Information to the RFP	16
2.8 MPCB's right to terminate the process.....	16
2.9 MPCB's Right to accept/ reject any bids.....	16
2.10 Earnest Money Deposit (EMD)	17
2.11 Authentication of Bid	17
2.12 Language of Bids	17
2.13 Patent Claim.....	18
2.14 Bid Submission Format	18
2.15 Preparation of Proposal	18
2.16 Bid Submission Instructions.....	19
2.17 Late Proposal and Proposal Validity Period.....	21
2.18 Modification and Withdrawal of Proposals	21
2.19 Non-conforming Proposals	21
2.20 Acknowledgement of Understanding of Terms.....	21
2.21 Bid Opening.....	21
2.22 Failure to agree with the Terms & Conditions of the RFP / Contract	22
2.23 Non-Disclosure Agreement (NDA)	22
2.24 One Bid Per Bidder.....	22
2.25 Performance Bank Guarantee	22
2.26 Bid Prices.....	23
2.27 Bid Currency.....	23
2.28 Correction of errors	23

2.29	Corrections to Arithmetic errors.....	23
2.30	Disqualification	23
2.31	Tendering Under Different Names	24
2.32	Miscellaneous Provisions.....	24
SECTION 3: PRE-QUALIFICATION CRITERIA.....		26
3.1	Pre-Qualification Criteria	26
3.2	Evaluation of Pre-Qualification Proposal.....	28
3.3	Evaluation of Financial Proposal.....	29
3.4	Award of Contract.....	29
3.5	Issuance of Work Order	29
3.6	Signing of Contract Agreement.....	30
SECTION 4: SCOPE OF WORK.....		31
4.1	Detailed Scope of Work	31
4.2	Provisioning of Instruments:.....	31
4.2.1	Technical Specification for Noise Level Meter, Type – I	32
4.2.2	Technical Specifications for Sound Calibrator	32
4.2.3	Technical Specifications for Portable Printer.....	32
4.2.4	Technical Specifications for Noise Level Meter, Type- II	33
4.1	Safety Equipment:.....	34
4.2	Reporting requirements.....	34
4.3	Resource Deployment.....	35
4.4	Timeline for initiation and completion of the work.....	35
SECTION 5: PAYMENT TERMS.....		36
5.1	Payment Terms	36
5.2	Other Terms and Conditions.....	37
SECTION 6: LIQUIDATED DAMAGES/ PENALTIES		38
6.1	Liquidated Damages/ Penalties	38
SECTION 7: ANNEXURES		39
Annexure 1 Pre-Qualification Cover Letter		40
Annexure 2 Bidder's and Bidding Firm's Particulars		42
Annexure 3 Power of Attorney		43
Annexure 4 Declaration of Directors / Partners and Shareholding Pattern		44
Annexure 5 Undertaking for Not Tendering Under Different Names		45
Annexure 6 Financial Declaration of Bidder		46
Annexure 7 Project Citation (PQ & TQ)		48
Annexure 8 Format for Self-Declaration		50
Annexure 9 Declaration regarding List of Equipments.....		51

Annexure 10 Declaration from HR department of the Bidder.....	52
Annexure 11 CV Format	54
Annexure 12 Undertaking for Office in Maharashtra.....	55
Annexure 13 Declaration by the Bidder for not being Blacklisted / Debarred.....	56
Annexure 14 Financial Proposal Cover Letter	57
Annexure 15 Format for Financial Bid	59
Annexure 16 Draft Conditions of Contract.....	65
Annexure 17 Non-Disclosure Agreement	84
Annexure 18 Format for Performance Bank Guarantee	86
Annexure 19 Sample Reports and Data Sheets	87
Annexure 20 Compliance Certificate	89
Annexure 21 List of proposed locations	90
Annexure 22 Format of sending pre-bid queries.....	97
SECTION 8: CHECKLISTS.....	98
8.1 Checklist for documents to be included in Pre-qualification Proposal.....	99
8.2 Checklist for other documents to be included in Proposal.....	102

DISCLAIMER

This Request for Proposal (RFP) for **“Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra”** (hereinafter referred to as **“Project”**) is issued by Maharashtra Pollution Control Board (MPCB).

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MPCB, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed RFP or make any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of MPCB. It does not purport to contain all the information that a recipient may require for the purposes for deciding for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed MPCB Project, the regulatory regime which applies thereto and by and all matters pertinent to the MPCB Project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to the MPCB Project. MPCB shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This request for RFP is not an offer by Maharashtra Pollution Control Board but an invitation to receive responses from eligible and interested agencies execute the project Ambient Noise Level Monitoring during Ganesh, Diwali Festivals and Other Occasions and Major Cities' Noise Monitoring In Maharashtra.

MPCB shall be the sole and final authority with respect to selecting a bidder through this RFP. The decision of MPCB in selecting the Bidder who qualifies through this RFP shall be final and MPCB reserves the right to reject any or all the bids without assigning any reason thereof. MPCB further reserves the right to negotiate with the Service Provider to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

MPCB may terminate the RFP process at any time without assigning any reason and upon such termination MPCB shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

ABBREVIATIONS

Abbreviation	Description
ANSI	American National Standards Institute
AoA	Article of Association
approx.	Approximately
CPCB	Central Pollution Control Board
dB	Decibel
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
ESIC	Employees' State Insurance Corporation
FY(s)	Financial Year(s)
Gms.	Grams
GOM	Government of Maharashtra
GST	Goods and Services Tax
Hz	Hertz
IEC	International Electrotechnical Commission
JD (APC)	Joint Director (Air Pollution Control)
Kbps	Kilobits Per Second
KPI	Key Performance Indicator
LCD	Liquid Crystal Display
L _{EQ}	L equivalent
LLP	Limited Liability Partnership
LoA	Letter of Acceptance
MB	Megabyte
Mm	Millimeter
MOA	Memorandum of Association
MoEFCC	Ministry of Environment, Forest and Climate Change
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer
NIC	National Informatics Centre
Ni-MH battery	nickel– metal hydride battery
OHSAS	Operational Health and Safety Management Systems.
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
QCBS	Quality and Cost Based Selection
RFI	Radio Frequency Interference
RFP	Request for Proposal
RO	Regional officer
SEL	Sound Exposure Level
SP	Service Provider
SPL	Sound Pressure Level
SRO	Sub-Regional officer
TCS	Tax Collected at Source
TCV	Total Contract Value

Abbreviation	Description
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
ULB	Urban Local Body
UT	Union Territory
V	Volt

KEY TERMS- DEFINITION

Term	Definition
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents.
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.15 of this RFP;
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Technically and financially strong business Organization/Firm who shall engage in the business of collection, testing, analysis and monitoring of ambient noise quality as per scope of work.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.2 of this RFP.
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.

Term	Definition
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement.
Project	This refers to activities related to Monitoring and Analysis of noise and Ambient noise in designated regions In Maharashtra State for Maharashtra Pollution Control Board (MPCB).
RFP Portal	The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process.
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof.
Total Contract Value/ Contract Value	Total contract Value (Inclusive of all taxes, levies and duties and GST) finally agreed between MPCB and the Bidder for Services mentioned in the RFP, which will be the maximum value payable to the Bidder for this Project.

NOTICE FOR REQUEST FOR PROPOSAL

RFP Ref. No: MPCB/JD(APC)/Noise/2025-26

Date: 30th July 2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra**. MPCB intends to solicit technical and financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats, download e-tender from website <https://mahatenders.gov.in>. Tender form fee payment of ₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable) should be paid online through payment gateway. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying Agency such as Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.

Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms and conditions.

The summary of details with regard to this Notice for Request for Proposal and Tender Schedule are listed in the table below:

S. No.	Items	Description
1.	RFP Publish	30/07/2025
2.	Name of the Project	Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra
3.	RFP Reference No.	MPCB/JD(APC)/Noise/2025-26
4.	RFP Document Download	Start Date: 30/07/2025 17.00 IST End Date: 12/08/2025 17:00 IST Please visit the below mentioned e-Tendering website. https://mahatenders.gov.in
5.	Last date of submission of Pre- Bid Queries	05/08/2025 18.00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 06/08/2025 14:30 IST Pre-Bid meeting to be attended physically or virtually. Virtually through MS Teams (link shall be available on e-Tendering website. https://mahatenders.gov.in), and MPCB official website https://mpcb.gov.in details shall be shared at later stage.
7.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>" . The queries should be submitted as per the format prescribed in Annexure 22 Format of sending pre-bid queries The Pre-Bid queries to be sent to the Email ID: jdair@mpcb.gov.in
8.	Last date of Bid Submission	12/08/2025 17:00 IST
9.	Pre-qualification Proposal Opening	13/08/2025 17.30 IST
10.	Financial Bid Opening	Will be declared after technical scrutiny.
11.	Address	Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdair@mpcb.gov.in
12.	Tender Fee to be paid via Online Payment Gateway mode only.	₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only, inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) via online procurement portal	₹ 8,50,000/ (INR Eight Lakhs Fifty Thousand Only) to be paid online through e-tender portal
14.	Security Deposit / Performance Bank Guarantee (PBG)	Ten Percent (10%) of the Annual cost of the contract incl. GST valid for a period of Fifteen (15) months (for every year)

S. No.	Items	Description
		The PBG shall be required to be renewed annually in the 12 th month subject to renewal of the contract by MPCB PBG should be only from Nationalized / Scheduled commercial banks.
15.	Signing of Contract	Within Thirty (30) days from the date of issue of Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	Validity of Bid shall be One Hundred and Eighty Days (180) days from the date of opening of Stage 1 bid. To be extended as per MPCB's instructions.
17.	Contract Period	Three (03) years from the date of issue of Work order. Contract may be extended based on requirement and satisfactory performance of the Successful Bidder with mutual consent.
18.	Method of Selection	Least cost based selection (L1)
	Contact Details The Member Secretary, Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: +91 22 24010437 (Extn 311) Email ID: jdair@mpcb.gov.in Website: https://mpcb.gov.in/	

Notes:

- Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500.
- Bidders should submit the documents related to tender online.
- Cost of tender form of ₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited into MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.
- Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
- MPCB takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point in time.
- In the event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any

associate services.

9. The Bidders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
10. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
11. Bidder must get done all the e-tendering activities well in advance.
12. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

SECTION 1:INTRODUCTION

1.1 Background

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 thereunder 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, Government of Maharashtra.

MPCB executes Noise monitoring exercise during festivals such as Ganesh and Diwali to assess the increase in the ambient noise levels during such events and to comply with the MoEF&CC requirements. Also, it is observed that due to rapid urbanization noise pollution in Major cities has increased significantly. This noise pollution is detrimental to not only human health but also to the animals, birds and other such population. In order to assess the increasing noise levels, monitoring is carried out by Board during festivals and in major cities, so that appropriate measures can be taken for maintaining noise levels within the prescribed standards.

1.2 Purpose

Noise level monitoring on a regular basis at strategic locations in Major cities across Maharashtra State, in general and specially during popular festivals such as Ganesh Festival and Diwali festival is an important activity to understand and maintain noise pollution levels within the prescribed standards. It forms as an important mandate for Maharashtra Pollution control Board, as the apex regulating body of Maharashtra state. The objective of this RFP is to find a suitable Service Provider(s) having requisite capabilities and experience for measuring, documenting and reporting the Noise Levels in designated areas such as Major cities especially during the Ganesh Festivals and Diwali Festivals and other time periods as directed by MPCB.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium/ Joint Venture / Sub-contracting

Consortium / Joint is not allowed within the scope of this RFP. Also, sub-contracting any part of scope of work is not allowed.

2.2 Conflict of Interest:

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MPCB shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, genuine pre-estimated loss and damage likely to be suffered and incurred by MPCB and not by way of penalty for, inter alia, the time, cost and effort of MPCB, including consideration of such Bidder's Proposal ("the Damages"), without prejudice to any other right or remedy that may be available to MPCB under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the below circumstances:

- a) a Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, which puts them in a position to have access to information about or influence the Proposal of another Bidder; or
- b) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest viz. ownership in a mutual stock/ share of nominal/ immaterial value; or
- c) a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- d) such Bidder, its Member or Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- e) such Bidder its Member or any Associate thereof has the same legal representative for purposes of this Proposal as any other Bidder; or
- f) such Bidder, its Member or any Associate thereof, has a relationship (family/professional) with another
- g) Bidder, or any Associate thereof, directly or through common third party/ parties, which puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
- h) such Bidder, its Member or any Associate thereof has participated as a consultant to MPCB in the preparation of any Bidding Documents, design, or technical specifications of the Project.

2.3 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

2.4 Proposal Preparation Costs

1. The bidder shall submit the bid at its own cost and MPCB shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over MPCB and MPCB shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of MPCB and no copyright/patent etc. shall be entertained by MPCB.

2.5 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in **Annexure 22 Format of sending pre-bid queries**. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.6 Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal (<https://mahatenders.gov.in>) and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned website/ portal on regular basis to check for necessary updates. The MPCB also reserves the right to amend the dates mentioned in this RFP.

2.7 Supplementary Information to the RFP

If MPCB deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP and shall become part of this RFP.

2.8 MPCB's right to terminate the process.

MPCB may terminate the RFP process at any time before the award of contract without assigning any reason. MPCB reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid/RFP and information for the same would be published on the e-Tendering portal.

2.9 MPCB's Right to accept/ reject any bids

MPCB reserves the right to accept or reject any Bid, and to withdraw the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for MPCB's action.

2.10 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money Deposit (EMD) online for an amount mentioned under the clause "NOTICE INVITING PROPOSAL" through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within Thirty (30) days from the date of finalization of the contract / tender.
3. No interest will be paid by MPCB on the EMD amount, and it will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
 - If the Bidder does not submit the Performance Bank Guarantee, then also EMD may be forfeited.

The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

2.11 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and proof of the Bank Guarantee, as part of this RFP, the Bidder(s) may contact the e-portal's 24 x 7 helpdesk at toll free number as mentioned on the Maha-Tender Website. The Bidder(s) may kindly note that MPCB shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees or proof of the Bank Guarantee etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mahatenders.gov.in>.
2. The Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
3. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

2.12 Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English

language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MPCB's discretion.

2.13 Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the goods/services or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MPCB is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs, lawyer fees etc. MPCB shall give notice to the successful bidder of any such claim and recover it from the bidder.

2.14 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.15 Preparation of Proposal

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP.
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("Technical Proposal"). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal.
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid.
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.
6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the "**Authorized Representative**") as detailed below:
 - a. by a partner, in case of a Limited Liability Partnership / Partnership under 1932 Act; or
 - b. by a duly authorized person, in case of a private/ public limited company or a corporation;
7. Bidders should note the Proposal Due Date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by MPCB, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, MPCB reserves the right to seek clarifications in case the Proposal is non- responsive on any aspects.
8. Financial Proposal: While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial

Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

9. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP.
 - b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by MPCB.
 - c) The Financial Proposal shall only be submitted in soft copy through Maha Tender Website <https://mahatenders.gov.in>, in the Format as provided therein ("Financial Proposal") in a MS excel file clearly indicating the amount in both figures and words and up to 02 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1.
 - d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail.
 - e) The Financial Proposal shall be furnished in INR (Indian Rupees) only.
 - f) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet.
 - g) The Financial Proposal should be inclusive of all the costs including but not limited to all taxes associated with the Project. The costs may include cost of equipment, deployment of manpower, manpower remuneration & their statutory contributions, travel, lodging and boarding cost, cost of training of the staff, TA/DA, printing of reports, insurance (if applicable), levies, duties, fees, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
 - h) If there is a change in the applicable taxes, MPCB shall bear the cost of the same.
 - i) Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever.
 - j) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected.
 - k) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal.
 - l) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. MPCB may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence.

2.16 Bid Submission Instructions

Complete bidding process will be online (e-Tendering) in Two stages. Submission of bids shall be in accordance with the instructions given in the Table below:

Stages	Particulars	Instructions
Stage 1	Pre-qualification Proposal	The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.

Stages	Particulars	Instructions
Stage 2		Pre-Qualification Proposal shall comprise of following: a. Checklist for Pre-Qualification Proposal along with Project Citation b. Pre-Qualification documents c. Bidder and Bidding Firm Details
	Financial Proposal	The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only. In no way the bidder shall indicate its Financial Offer in Technical Proposal. In case it is found, MPCB shall summarily reject the proposal of the said bidder.

The following points shall be kept in mind for submission of bids:

1. MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
2. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MPCB may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.
4. Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
5. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
6. Proposals sent by fax/post/courier shall be rejected.
7. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

2.17 Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till One Hundred Eighty (180) days from the date of opening of **Stage 1** bid.

2.18 Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.19 Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the requirements of the MPCB.

2.20 Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he/she has carefully read and accepts all sections of this RFP, including all forms, schedules, annexure, corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in **Two stages**:
 - a. In **the first stage**, Tender fee, EMD, Pre-Qualification proposals along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
 - b. In **the second stage**, Financial Proposal of only those Bidders, whose all pre-proposals (Prequalification and technical qualification) qualify, shall be opened.
4. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
5. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
6. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been

furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

2.22 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute enough grounds for the cancellation of the award and forfeiture of EMD, in which event MPCB may invite the next best bidder for negotiations or may call for fresh RFP.

2.23 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement as per **Annexure 17 Non-Disclosure Agreement** with MPCB.

2.24 One Bid Per Bidder

No Bidder shall be entitled to submit more than one Bid. If he does so, all Bids wherein the Bidder has participated shall stand disqualified.

2.25 Performance Bank Guarantee

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidders after completion of agency onboarding process.
2. The Successful Bidder shall deposit the Performance Bank Guarantee as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank, of stated value and valid for the tenure mentioned in the RFP.
 - b. The Performance Bank Guarantee should be furnished within Fifteen (15) Days from the date of issue of Work Order to the successful bidder.
 - c. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai
 - d. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the Successful Bidder for the respective project assignment.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Successful Bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.

4. Once the amount under this clause is debited, the Successful Bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within Fifteen (15) days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

2.26 Bid Prices

The bidder has to quote for **“Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra”** in the format given for financial bid on the bidding portal.

2.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.28 Correction of errors

The bidder is advised to take adequate care in quoting the rate. No excuse for corrections in the quoted rate will be entertained afterwards. The corrections or overwriting in bid document shall lead to cancellation of Bid.

2.29 Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

2.30 Disqualification

The Bid from the bidders is liable to be disqualified in the following cases:

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bidder enclosing Financial Bid in Technical Bid.
4. Bid is received in incomplete form.
5. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation.
6. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.
7. The Bidder is not qualified as per Qualification Criteria mentioned in the BID document, even after seeking clarifications/ additional documents by the Technical Evaluation Committee (TEC).
8. The Proposal materially departs from the requirements specified in the Proposal or it contains false information.
9. The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the MPCB or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process.

10. The Bidder in the opinion of the MPCB, has a Conflict of Interest materially affecting fair competition.
11. Bid is not accompanied by all requisite supporting documents.
12. The successful bidder fails to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.
13. The Successful Bidder has given the letter of acceptance of the contract with his conditions.
14. Non - fulfilling of any condition / term by bidder.
15. Bidder submitting more than one Bid. If he does so, all Bids wherein the Bidder has participated shall stand disqualified.
16. A proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

2.31 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in clause 1 above have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and EMD of each such firm /establishment shall be forfeited. In addition, such firms / establishments shall be liable, at the direction of the Member Secretary, MPCB, for further penal action including blacklisting.
3. If it is found that clearly related persons as in above have submitted separate tender/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed, or governed by the same person/persons jointly or severally, such Bidders shall be liable for action as in para above.
4. If after the award of Contract, it is found that the accepted tender violated any of the above conditions are liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

2.32 Miscellaneous Provisions

1. A Bidder or their associate should, in the last Three (03) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate.
2. Any Bidder that has been barred by the Central Government, any State Government, Union Territory, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal individually.
3. A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of MPCB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such

adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of Three (03) years from the date of commencement of services under the Project.

4. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of Thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Hon'ble Member Secretary, MPCB whose decision shall be final.
5. Proposals shall be deemed to be under consideration immediately after they are opened and until such time MPCB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, MPCB and/ or their employees/ representatives on matters related to the Proposals under consideration.

SECTION 3: PRE-QUALIFICATION CRITERIA

As part of the evaluation, a Bidder must fulfill the minimum Pre-qualification criteria. In case a Bidder does not fulfill the minimum Pre-qualification criteria, the Proposal of such a Bidder will not be evaluated further.

3.1 Pre-Qualification Criteria

The minimum Pre-qualification criteria ("**Pre-qualification criteria**") for a Bidder to qualify at Pre-qualification and subsequent opening of the Financial Proposal stage are listed below:

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	<p>Legal Entity:</p> <p>The bidder should be:</p> <ul style="list-style-type: none"> a Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	<ul style="list-style-type: none"> Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firm's Particulars For Companies registered under Companies Act 1956 / 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation. For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. Copy of valid PAN Card. Copy of valid GST Certificate with GST Number. Copy of Power of Attorney signed by legally authorized signatories as per Annexure 3 Power of Attorney along with Board Resolution Details of directors / partners and shareholders as per Annexure 4 Declaration of Directors / Partners and Shareholding Pattern along with MCA master data of company as well as directors. Signed Annexure 5 Undertaking for Not Tendering Under Different Names Any other supporting document, as may be required
PQ 2	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 150 Lakhs.</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24)</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
		<p>Note: Audited financial statement should match with certificate of chartered accountant with clearly readable UDIN.</p> <p>Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder.</p>
PQ 3	<p>Net-worth Criteria:</p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY2021-22, FY 2022-23, and FY2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>Duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant.</p> <p>Net worth Certificate duly certified by Statutory Auditor having clearly readable UDIN.</p> <p>Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder.</p>
PQ 4	<p>Project Experience:</p> <p>The Bidder must have experience in “similar works”* during last Five (05) years as on last date of submission of bid as per following details: -</p> <p>One (01) project with “Similar works” * having Minimum Project Value at least INR 30 Lakhs.</p> <p>OR</p> <p>Two (02) projects with “Similar works”* each having Minimum Project Value of at least INR 20 Lakhs.</p> <p>OR</p> <p>Three (03) projects with “Similar works”* each having Minimum Project Value of at least INR 15 Lakhs.</p> <p>“Similar works”*: The bidders should have project experience of ambient noise / noise level monitoring, analysis and report submission for any Central/State Govt./ Union territory or State Govt. Undertaking / PSUs / ULBs in India.</p>	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice.</p> <p>OR</p> <p>In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project mentioned under Project Experience.</p> <p>c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ).</p> <p>d) Self-Declaration as per Annexure 8 Format for Self-Declaration.</p>
PQ 5	<p>Ownership of Noise Monitoring Equipment:</p> <p>The bidder should own minimum 200 Nos. of Type I / Type II Noise Monitoring equipment with calibration certificate not earlier than 30th April 2025.</p>	<p>Self-certified list of equipment as per Annexure 9 Declaration regarding List of Equipment with copies of Purchase invoices and calibration certificates.</p>
PQ 6	<p>Certification:</p> <p>The bidder should have a valid ISO 14001: 2015 or latest Certificate as on last date of submission.</p>	<p>Copy of valid Certificate as of the date of bid submission.</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 7	NABL accreditation Laboratory: The bidder should have a NABL accredited laboratory as on last date of submission.	Copy of valid Certificate as of the date of bid submission.
PQ 8	Manpower strength: The Bidder should have at least Ten (10) Technical resources of Team Leader / Supervisor (as defined in the scope) grade on bidder's payroll as on date of bid submission.	Self-declared as per Annexure 10 Declaration from HR department of the Bidder as on the date of bid submission. The bidder shall also submit CV in the Format mentioned in Annexure 11 CV Format .
PQ 9	Office in Maharashtra: The bidder shall have a functioning support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.	Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (06) months from the Bid Due date) in the name of the bidder. In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 12 Undertaking for Office in Maharashtra .
PQ10	Blacklisting criteria: The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR , as on date of bid submission.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 13 Declaration by the Bidder for not being Blacklisted / Debarred .

3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.
2. Only the bidders who meet ALL the Qualification Criteria as mentioned in the Clause 3.1 above, would be considered for further technical and financial evaluation purposes. Bidders who fail to fulfil any of the requisite Pre- Qualification Criteria would not be considered for the evaluation of the technical proposal.

3. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The TEC may seek inputs from their professional and technical experts during evaluation process.
4. MPCB reserves the rights to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process.

3.3 Evaluation of Financial Proposal

1. The commercial envelope of only those bidders who are qualifying in Pre-qualification evaluation criteria shall be opened.
2. The bidders will be ranked based on their bids as per Financial Format.
3. The bidder shall quote the rates as per the Financial Format.
4. The bidders will be ranked based on their total bid value. Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) i.e., whoever quotes the least rates shall be considered eligible for award of contract.
5. In the event of two or more Bidders quoting the same rates, then MPCB reserves the right to declare the bidder who offer lower negotiated rates between them. The bidder who offers lower rates than the other shall be treated as preferred bidder.
6. MPCB reserves the right to confirm the preferred bidder as successful bidder subject to further negotiations (if any) and approval of competent authority.
7. In cases of discrepancy between the prices quoted in words and in figures, the lowest of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

3.4 Award of Contract

Post the evaluation process, MPCB will declare the Preferred Bidder who has obtained the Highest Composite Score. MPCB may award contract to the preferred Bidder post necessary approvals.

3.5 Issuance of Work Order

After selection, a work order ("**Work Order**") will be issued, in duplicate, by MPCB to the Successful Bidder. The Work Order will be handed to the Successful Bidder or emailed or posted to the Successful Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Successful Bidder shall, within Seven (07) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof (Letter of Acceptance- "LOA"). In the event of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After Work Order, security deposit shall be submitted by the successful Bidder within the stipulated time mentioned in Work Order failing to do so MPCB may take necessary actions which may include forfeiture of EMD.

After issuance of Work Order, the Successful Bidder shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within Fifteen (15) days.

Failing to submit the PBG within stated time shall result in forfeiture of EMD and initiate cancellation of the Contract of the Successful Bidder. The Purchase Order may be cancelled and awarded to the next eligible Bidder who participated in the bid.

Additionally, non-acceptance of the Work order by the Successful Bidder within the time prescribed therein shall lead to forfeiture/invocation of the Earnest Money Deposit of such Successful Bidder and thereafter, MPCB shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of MPCB, at sole discretion of MPCB.

3.6 Signing of Contract Agreement

1. The Successful Bidder shall enter into contract agreement with MPCB within Thirty (30) days from the date of issue of Purchase Order.
2. In case the agreement is not signed within the timeline mentioned above, ₹ 2000 per day penalty will be levied for each day default beyond the prescribed timelines.
3. If the signing of contract agreement is not completed within Two (02) months after receiving Work Order, then the offer made to the Successful Bidder shall stand annulled.
4. Any expenses related to registration of Agreement shall be borne by the Successful Bidder.

SECTION 4: SCOPE OF WORK

4.1 Detailed Scope of Work

- (A) The Successful bidder would be awarded the project under Contract/ Work Order having a following scope defined below:
1. Deployment of appropriate Noise Monitoring Stations and trained staff for:
 - a. Measurement of Noise levels during Ganesh Festival in residential, commercial and silent zones
 - b. Measurement of Noise levels during Diwali festival in residential, commercial and silent zones
 - c. Ambient Noise Monitoring in Major cities
 2. Making detailed analysis and reporting highlighting comparison of noise levels year-on-year, trend analysis showing effectiveness of noise abatement measures initiated by MPCB, etc.
- (B) Noise monitoring shall be done with a **Type I integrating sound level meter with free-field microphone** which meets the accuracy of noise measurement as per **IEC 804 (BS 6698) Grade I or ANSI Type I or equivalent IEC 61672-1(2002-05) Class-I**. The Successful bidder shall require to produce verification certificate regarding make and model calibration certificate.
- (C) Noise level monitoring shall be carried out as per CPCB protocol.
- (D) No. of stations: The Successful Bidder should set up the minimum number of stations as mentioned in **Annexure 21 List of proposed locations** in respective cities. The summary of the locations in each city is mentioned below:

S. No.	Name of the Festival and cities	No. of locations	No. of cities
(A)	Ganesh Festival	332	27
(B)	Diwali Festival	158	27
(C)	Major cities' noises monitoring	104	27

- (E) The monitoring locations shall be finalised by adopting standard practices and protocol in consultation with concerned Regional Officers and JD (APC) division, MPCB.
- (F) The results of the report should be reported hourly $L_{\text{equivalent}}$ dB (A) and Six (06) hourly average $L_{\text{equivalent}}$ dB (A) as per the monitoring data sheet enclosed in **Annexure 19 Sample Reports and Data Sheets**

4.2 Provisioning of Instruments:

The Successful Bidder is to use their owned equipment for the sampling. Listed below are the minimum technical specifications of the equipment to be used, which MUST be complied by the Successful Bidder. The equipment should be regularly calibrated, the latest being not earlier than 30th April 2025.

4.2.1 Technical Specification for Noise Level Meter, Type – I

S. No.	Specifications
1	Portable Noise Level Meter, Type-1 with tough RFI-shielded construction along with sound calibrator and portable printer connected to instrument
2	Measurement Range: 30 to 140 dBA 40 to 140 dBC 43 to 143 dBPK
3	Accuracy- Precision, Type-I
4	Display Resolution=0.1dB
5	Measurements = SPL, Max, SPL, Min, SPL, L _{EQ} , Run Time
6	Microphone = 13.5mm, Electret Type
7	Frequency Weighting = Switchable to A, C, or Z
8	Exchange Rate= Instrument has 3 or 5 selectable Exchange Rate.
9	Response Time constant = Selectable time intervals- slow, fast, Peak & impulse.
10	Output = RS 232C serial printer port.
11	Power supply = 9V alkaline battery and one No. of 9 V rechargeable battery with charger.
12	Temperature Range= Operating = -10°C to 50°C storage = -20°C to 60°C
13	Standards= ANSI SI. 43-1997 (R1997)/ IEC 60651/ IEC 60804/ IEC 61672 Grade 1
14	Overload Indication= instrument displays + sign which indicates overload during L _{EQ} Measurement

4.2.2 Technical Specifications for Sound Calibrator

S. No.	Specifications of Sound Calibrator
1	Sound Calibrator Output Frequency= 1000Hz
2	Output Amplitude= 114 dB
3	Output Accuracy= +/- 0.3 dB@ 20°C
4	Distortion= Less than 1% within temperature & humidity operating ranges.
5	Electrical Output= 1-volt RMS sine wave, +/- 5 % (0.4 dB) Output impedance= 1000 ohms; via Phone Jack (1/8")
6	Temperature= Operating range -10°C to +50°C
7	Storage Temperature= - 40°C to + 65°C, with battery removed
8	Humidity= Relative Humidity 5 to 95 %
9	Power= Battery operated, 9 Volt
10	Weight= approx. 350 grams.

4.2.3 Technical Specifications for Portable Printer

S. No.	Specifications of Portable Printer
1.	Intelligent Handheld printer
2.	Fully User programmable

S. No.	Specifications of Portable Printer
3.	Real Time Clock with 20-year calendar
4.	64 K Program memory
5.	4 MB Data Memory
6.	High clarity LCD with backlight (4 rows of 20 characters)
7.	Elastomeric Keypad
8.	Up to 115.2 kbps communication (RS 232)
9.	Built-in 1.7 AHR Ni- MH battery
10.	Intelligent & Fast battery charger

4.2.4 Technical Specifications for Noise Level Meter, Type- II

S. No.	Specifications
1.	Measurement Range= 30 to 140 dBA in three ranges. Selectable settings 32 - 100, 50 - 120, and 72 - 140.
2.	Accuracy/ Class= Type-II
3.	Display Resolution= 0.1 dB
4.	Frequency Weighting= A, C or Z weightings as per ISO standards.
5.	Time Weighting= Slow, Fast, Peak and Impulse
6.	Measurements= Sound Pressure Level (SPL), Min. SPL, Max. SPL, L_{EQ} , Sound Exposure Level (SEL) and Run time continuously available on the display by selecting appropriate display screen
7.	Operation Modes= In PAUSE mode instrument displays SPL, Min SPL, Max SPL etc. In RUN mode records instantaneous readings and convert them to L_{EQ} and send the data to battery operated portable printer and prints Min SPL, Max SPL and L_{EQ} .
8.	Memory Capacity= Instrument has built in memory and can record the data instantaneously and sends the data to printer.
9.	Temperature= Operating range -10° C to 50° C
10.	Humidity= Relative Humidity 5 to 95%
11.	Power= Rechargeable Battery Operated 9 Volts
12.	Weight= Approximately 350 gms.
	Specifications of Sound Calibrator
1.	Sound Calibrator Output Frequency= QC-10 calibrator with output frequency 1000Hz
2.	Output Amplitude= 114 dB
3.	Output Accuracy= +/- 0.3 dB@20°C
4.	Distortion= Less than 1% within temperature and humidity operating ranges
5.	Electrical Output= 1 Volt RMS sine wave, +/- 5% (0.4 dB). Output impedance = 1000 ohms via phone jack (1/8")
	Specifications of Portable Printer
1.	Portable Printer= Intelligent handheld portable printer, model- SBM- BM-01-1, having facility to take hard copy prints in field.

Notes:

- The specifications mentioned in the above tables are minimum. Bidders having equipments with higher specifications may specify accordingly along with specifications.
- This equipment should be owned, in working condition and available at any given point during the tenure of the contract. MPCB reserves the right to check the availability and condition of the equipment at any time during the contract. It is the Successful Bidder's responsibility to ensure replacement of the equipment in case of loss/ damage of the equipment, so that the sampling and monitoring work is not hampered. In case a temporary substitute of equipment is being arranged, Successful Bidder should bring the same to the notice of MPCB and get prior written approval from MPCB to use the equipment.
- The Successful Bidder is required to keep all the equipment periodically calibrated as per the nationally accepted industry standards. The calibration certificates should be shared with MPCB after every calibration for all equipment.
- In case the Successful Bidder is found to be lagging/ non-compliant to any of the conditions mentioned here, MPCB reserves the right to terminate the contract or levy penalty as mentioned in the RFP.

4.1 Safety Equipment:

The Successful Bidder should always undertake the work with the highest safety standards and ensure safety of their personnel as well as MPCB staff. The employees must be adequately covered under ESIC / Group insurance.

4.2 Reporting requirements

1. Results/reports should be reported as per the monitoring data sheets and format enclosed in **Annexure 19 Sample Reports and Data Sheets**. This data shall be complied for all the cities and submitted before 12 noon on the day succeeding the monitoring day by mail covering following parameters:

S. No.	Activities	Expected resulted
1.	Monitoring during Ganesh Festivals	Hourly $L_{equivalent}$ dB (A) and Six (06) hourly average $L_{equivalent}$ dB (A)
2.	Monitoring during Diwali Festivals	Hourly $L_{equivalent}$ dB (A), L_{10} , L_{50} , L_{90} , L_{max} , L_{min} (with 1 sec. sampling period at all locations) and its average value (day and night separately)
3.	Monitoring of Ambient Noise Monitoring in the Major Cities	$L_{equivalent}$ day-time, $L_{equivalent}$ night-time L_{10} , L_{50} , L_{90} , L_{max} , L_{min} in dB(A) and to compared with ambient noise standard for the area

2. Final compiled reports in English and Marathi version with photos, graphs and comparison with standards and with previous year's results (50 coloured copies - 25 Marathi and 25 English) should be submitted within One (01) month, separately for Ganesh Festival, Diwali Festival & Major cities' Noise Monitoring.
3. It is mandatory to Compliance Certificate as per **Annexure 20 Compliance Certificate** before the finalisation of the report to MPCB after completion of monitoring.

4.3 Resource Deployment

The Successful Bidder shall have following resources available at all the time during monitoring activities of this project:

S. No.	Key personnel	Minimum Nos.	Qualifications	Experience
1.	Team Leader (Coordinator)	Minimum One (01) per city	Graduate in Science / Engineer	Minimum Three (03) years' experience in Noise monitoring / environmental monitoring
2.	Supervisor	Minimum One (01) supervisor per city. Number of supervisors shall be decided by the successful bidder based on the number of stations to be monitored in each city	Graduate in science	Minimum Two (02) years' experience in Noise monitoring / environmental monitoring
3.	Field Assistant/ operator	One (01) per station in each location (on 8-hours shift basis)	12 th Pass with science stream	Basic understanding of handling the noise monitoring meters

Notes:

1. The Successful Bidder's personnel shall not divulge or disclose to any person, any details of office, operation process technical know-how, administrative/ organizational matters as all are confidential/secret in nature.
2. The Successful Bidder's personnel's working should be polite, cordial, positive and efficient, while handling the assigned work and his/her actions shall promote goodwill and enhance the image of MPCB. The Successful Bidder shall be responsible for any act of indiscipline on the part of persons deployed by him.
3. The Successful Bidder shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. MPCB shall, in no way, be responsible for settlement of such issues whatsoever.
4. The transportation, food, medical and other statutory requirements in respect of personnel of the Successful Bidder shall be the responsibility of the Successful Bidder.

4.4 Timeline for initiation and completion of the work

The Successful Bidder shall undertake noise level monitoring activities at the specified locations as per following timelines:

S. No.	Deliverable Milestones	Delivery timelines
1.	Monitoring during Ganesh Festivals	Five (05) days during the festivals as intimated by MPCB
2.	Monitoring during Diwali Festivals	Three (03) days during the festivals as intimated by MPCB
3.	Monitoring of Ambient Noise Monitoring in Major Cities	Two (02) days as intimated by MPCB

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

The following payment terms shall be offered to the Successful Bidder upon completing the necessary formalities and completion of deliverables as mentioned under Scope of Work:

- i. No advance payment shall be made by MPCB at the time of signing of Contract with the Successful Bidder.
- ii. MPCB will release the payment to the Successful Bidder for the region based on acceptance from respective Regional Offices, in the following manner. The payments will be released after deduction of penalties, if any.

S. No.	Deliverable Milestones	Delivery timelines	Payment Terms and Conditions
1.	Monitoring during Ganesh Festivals	Five (05) days during the festivals as intimated by MPCB	100% Payment for the Ganesh Festival Monitoring will be made after Satisfactory completion of all the activities at all locations including report submission for the year. The report to be certified by the respective Regional Office.
2.	Monitoring during Diwali Festivals	Three (03) days during the festivals as intimated by MPCB	100% Payment for the Diwali Festival Monitoring will be made after Satisfactory completion of all the activities at all locations, including report submission for the year. The report to be certified by the respective Regional Officer.
3.	Monitoring of Ambient Noise Monitoring in major cities	Two (02) days as intimated by MPCB	100% Payment for the Ambient Noise Monitoring in Major Cities will be made after Satisfactory completion of all the activities at all locations, including report submission for the year. The report to be certified by the respective Regional Officer.

- iii. The payment shall be released by MPCB from Head office, Mumbai for the items mentioned within the scope of this RFP after submission of all necessary invoices, reports, acceptance and documents approved and signed by concerned authority.
- iv. All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this document.
- v. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) days of submission of invoice, after deducting applicable TDS, if any.
- vi. Invoices to be submitted along with following supporting documents:
 - a. Consolidated invoices for all locations separately for Monitoring of Ganesh, Diwali festival and Ambient Noise Monitoring in Major Cities
 - b. Data Sheets, Graphs, charts and any other supporting documents
 - c. Reports signed and approved by respective SRO/ RO
 - d. Any other documents as per requirement of MPCB

- vii. The payment to the Successful Bidder shall only be released post submission of invoices along with supporting documents as mentioned above.

5.2 Other Terms and Conditions

1. In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with MPCB and/ or any other authority designated by the Nodal, MPCB. In such cases, the Successful Bidder, shall produce requisite supporting documents, communications, acknowledgement of MPCB, etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the Nodal, MPCB in this matter shall be considered as final.
2. Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will be settled by reaching a mutual understanding and amicable settlement between the parties.

SECTION 6: LIQUIDATED DAMAGES/ PENALTIES

6.1 Liquidated Damages/ Penalties

The date of delivery of the services stipulated in the acceptance of Work Order shall be the essence of the contract and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Successful Bidder, or the cause of the delay is not in the control of the Successful Bidder.

S. No.	Key Performance indicators (KPI)	Frequency	Liquidated Damages / Penalties
1.	Non-compliance for setting up number of Noise Monitoring Stations as decided with RO / SRO	As per MPCB defined timeline	For every reduced Noise Monitoring station below the specified number of Noise Monitoring Stations, a penalty of INR 10,000/- (INR Ten Thousand only) per station will be levied.
2.	Non-compliance for timely submission of reports	As per MPCB defined timeline	INR 10,000/- (INR Ten Thousand only) per instance per city of impacted testing beyond stipulated timelines

Notes:

- **Repeated non-compliance during a year:** If it is found that the Successful Bidder is defaulting on its deliverables and performance parameters repeatedly during the contract period, MPCB may terminate the contract at its discretion.
- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Successful Bidder in the billing made against quarterly bills and thereafter, from the Performance Bank Guarantee furnished by the Successful Bidder.
- These penalties will be monitored and deducted for the entire Contract Period. KPI adherence will be monitored based on frequency of the monitoring by MPCB designated Nodal or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the officials.
- The maximum penalty that maybe imposed on the Successful Bidder shall be capped at 10% (ten per cent) of the total Annual Contract Value.
- Shortfall/Default shall refer to and include but not limited to any incidents, action, omission, wrongdoing etc. that is in contravention to the service requirements/performance parameters and any other terms and conditions to be fulfilled by the Successful Bidder.

SECTION 7: ANNEXURES

Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Subject: Bid Submission Cover Letter for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the *RFP for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra*.

We attach hereto our responses to Pre-Qualification proposal required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPCB, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MPCB in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in the Contract, 10% of Annual contract value.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and corrigenda, if any, and agree to abide by this tender response for a period of One hundred and Eighty Day (180) days from the date of opening of Stage 1 bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB

is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products / services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature :

Witness Name :

Witness Address :

Encl: Copy of Board Resolution to be enclosed for giving Power of Attorney to Authorized Signatory in case of company registered under Companies Act 1956/2013

Annexure 2 Bidder's and Bidding Firm's Particulars

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Subject: Bid Submission Cover Letter for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Dear Sir,

In reference to the above RFP please find below our firm/company details:

S. No.	Description	Details/Information
1	Name of the firm	
2	Address	
3	Email	
4	Contact number/s (Tel / Mobile)	
5	Office address of Maharashtra	
6	Year of establishment	
7	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
8	Name of Office In charge of Mumbai	
9	Name, address and account number of the firm's banker(s)	
10	PAN of the firm	
11	GST registration number of the firm	
12	Number of Employees	
13	Average Turnover during last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24)	
14	Details of major assignments	
15	Any other information considered relevant.	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 3 Power of Attorney

(On Non – Judicial stamp paper of INR 500/- duly attested by Notary Public)

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **"Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra"** including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

Name :
Designation :
Date :
Time :
Seal :
Business Address :

Accepted,

_____ (Signature)
(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Non – Judicial stamp paper of INR 500/- duly attested by Notary Public.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Annexure 4 Declaration of Directors / Partners and Shareholding Pattern

(To be submitted on the Letterhead of the bidder)

Place:

DD/MM/YYYY

To,

The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Ref: RFP For Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

Sub: Declaration of directors / partners and shareholding pattern of M/s. _____ as on date of submission of bid.

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Dear Sir,

I, authorized representative of M/s. _____, hereby declare that the Company _____ has following directors / partners and their shareholding pattern in the table mentioned below as on last date of submission of bid.

Sr. No.	Name of Directors / Partners
1.	
2.	
3.	

List of shareholders with shareholding pattern as below:

Sr. No.	Name of Shareholders	No. of Shares	Shareholding (%)
1.			
2.			
3.			
4.			
.			
Total			

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail address :

Annexure 5 Undertaking for Not Tendering Under Different Names

(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Subject: Undertaking for Not Tendering Under Different Names

RFP Reference No. MPCB/JD(APC)/Noise/2025-26

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to assure the authority that the bid being submitted with reference to the **RFP Reference No.** MPCB/JD(APC)/Noise/2025-26 is not bidding under different names and fully compliant with all the terms and conditions contained in Clause 2.30 'Tendering Under Different Names' of the RFP.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra Pollution Control Board, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD) and blacklisting, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including forfeiture of PBG, blacklisting, penalty as defined by the Member Secretary, MPCB) available to Maharashtra Pollution Control Board, Mumbai

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 6 Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of respective Bidders)

Place:

Date: DD/MM/YYYY

To

The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Subject: Bid Submission Cover Letter for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

RFP Reference No: MPCB/JD(APC)/NOISE

Dear Sir,

We,, certify that we have verified the relevant financial statements and other records of (Name of Company), having its Indian registered office at..... The financials for the past Three (3) years have been summarized below:

- Financial Declaration of Bidder

(Figures in INR)

Description	Financial Year		
	2021-22	2022-23	2023-24
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

The Average Annual Turnover for (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 2021-22, FY 2022-23 & FY 2023-24)

This is to certify that the (insert name of Bidder) has a Positive Net Worth in each of the last three (03) (FY 2021-22, FY 2022-23 & FY 2023-24)

It is further certified that based on our review of financial statements together with the book of accounts, records and documents for the aforesaid financial years, the above-mentioned figures are true and correct to the best of our knowledge and as per information and explanations provided to our satisfaction by the (Name of the Company).

Signature of Chartered Accountant (with official seal)

Membership no. :

Name of the firm :

UDIN No. :

Address :

Telephone :

E-mail address :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2021-22, FY 2022-23 and FY 2023-24 shall submitted as supporting evidence.

Annexure 7 Project Citation (PQ & TQ)
(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

RFP Reference No: MPCB/JD(APC)/NOISE

Dear Sir,

In reference to the above RFP please find below our firm/company details:

Details of past assignments / experience

S. No.	Client Name	Handling		Work related to
		From	To	
1.				

Individual Project Citation Format

S. No.	Item	Details
1	Name of The Project	
2	Date of Work Order	
3	Client Details with Address and Contact Numbers	
4	Scope of Work	
5	Contract Value	
6	Start date	
7	Completion Date	
8	Current Status (Work In progress, Completed)	
9	Number of staff deployed on the assignment	
10	Narrative description of project describing the scope of work	
11	Progress of the project (Description)	
12	Payment Received till Date	

Note:

- The Bidder is required to use above formats for all the projects referenced by the bidder for the pre- qualification criteria.
- Documents/Proofs are required for all of the above
- Kindly provide copies of supporting documents such as Letter of award/ work order/ agreement/ contract/ MoU/ Completion certificate etc.
- The Bidder is required to use above formats for all the projects referenced by the bidder for the Qualifying technical bid evaluation.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 8 Format for Self-Declaration
(To be submitted on the Letterhead of the Bidder)

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Ref: RFP for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

Sub: Declaration for having experience as per pre-qualification criteria and technical criteria in Section 3

RFP Reference No: MPCB/

Dear Sir,
I, authorized representative of _____, hereby confirm that the Company _____ has the experience as per Section 3, Clause 3.1 in last Five (05) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :
Name :
Designation :
Address :
Telephone :
E-mail address :

Annexure 9 Declaration regarding List of Equipments

(To be submitted on the Letterhead of the bidder)

To,

The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Ref: RFP For Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

Sub:

RFP Reference No:

Dear Sir,

I, authorized representative of M/s. _____, hereby declare that the Company _____ own minimum 200 Nos. of Type I / Type II Equipments as on last date of submission of bid as per below list:

S. No.	Make	Model	Type I / Type II	Unique ID	Life of the equipment	Date of calibration certificate
1.						
2.						
3.						
4.						
5.						
6.						
...						
...						
Total						

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone :
E-mail address :

Annexure 10 Declaration from HR department of the Bidder

(To be printed on Bidder Company's Letter Head and Signed by Authorized Signatory/HR Head)

To,

The Member Secretary,

Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have **a minimum of Ten (10)** employees mentioned in the table below working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the total 10 CVs of the proposed team members in the format given in **Annexure 7** from the list provided in table below highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

We also accept that, if it is found that any of the information provided by us is proved wrong/ falsified/ deviated/ incorrect/ concealed from facts, our bid will be summarily rejected along with the blacklisting of our firm and forfeiture of our EMD/ PBG, as the case may be.

S. No.	Role in the Project	Employee Name	Emp. ID	Education and Experience	Area of Expertise	CVs Required	Page No.
1	Team Leader			Graduate in Science / Engineer	Minimum 3 years' experience in Noise monitoring / environmental monitoring	Yes	
2	Team Leader			Graduate in Science / Engineer	Minimum 3 years' experience in Noise monitoring / environmental monitoring	Yes	
3	Team Leader			Graduate in Science / Engineer	Minimum 3 years' experience in Noise monitoring / environmental monitoring	Yes	
4	Team Leader			Graduate in Science / Engineer	Minimum 3 years' experience in 5 Noise monitoring / environmental monitoring	Yes	

S. No.	Role in the Project	Employee Name	Emp. ID	Education and Experience	Area of Expertise	CVs Required	Page No.
5	Team Leader			Graduate in Science / Engineer	Minimum 3 years' experience in Noise monitoring / environmental monitoring	Yes	
6	Supervisor			Bachelor in science	Minimum 2 years' experience in Noise monitoring / environmental monitoring	Yes	
7	Supervisor			Bachelor in science	Minimum 2 years' experience in Noise monitoring / environmental monitoring	Yes	
8	Supervisor			Bachelor in science	Minimum 2 years' experience in Noise monitoring / environmental monitoring	Yes	
9	Supervisor			Bachelor in science	Minimum 2 years' experience in Noise monitoring / environmental monitoring	Yes	
10	Supervisor			Bachelor in science	Minimum 2 years' experience in Noise monitoring / environmental monitoring	Yes	
11	Field Assistant/ operator			12 th Pass with science stream	Basic understanding of handling the equipment	No	
..						No	
..						No	
30.						No	

Yours sincerely,

Authorized Signatory/ HR Head

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Annexure 11 CV Format

CVs of the Key Manpower to be submitted in the following format:

1	Name of the Staff																																
2	Current Designation in the Organisation																																
3	Proposed Role in the Project																																
4	Proposed Responsibilities in the Project																																
5	Date of Birth																																
6	Education	▪																															
7	Summary of Key Training and Certifications	▪																															
8	Language Proficiency	Language	Reading	Writing	Speaking																												
9	Total No. Of Years of Work Experience																																
10	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	<table border="1"> <tr> <td>Name of assignment or Project- 1:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td></td> </tr> <tr> <td>Name of assignment or Project- 2:</td> <td></td> </tr> <tr> <td>Year:</td> <td></td> </tr> <tr> <td>Location:</td> <td></td> </tr> <tr> <td>Client:</td> <td></td> </tr> <tr> <td>Main project features:</td> <td></td> </tr> <tr> <td>Positions held:</td> <td></td> </tr> <tr> <td>Activities performed:</td> <td></td> </tr> </table>				Name of assignment or Project- 1:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:		Name of assignment or Project- 2:		Year:		Location:		Client:		Main project features:		Positions held:		Activities performed:	
Name of assignment or Project- 1:																																	
Year:																																	
Location:																																	
Client:																																	
Main project features:																																	
Positions held:																																	
Activities performed:																																	
Name of assignment or Project- 2:																																	
Year:																																	
Location:																																	
Client:																																	
Main project features:																																	
Positions held:																																	
Activities performed:																																	

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.

Place:

Date:

Signature of Candidate

Signature of authorized signatory of the bidder

Annexure 12 Undertaking for Office in Maharashtra

(To be submitted on the Letterhead of the bidder)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

Maharashtra Pollution Control Board,

Kalpataru Point, 3rd floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

Subject: Undertaking for Opening Office in Maharashtra

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning sales support office within the jurisdiction of State of Maharashtra within Fifteen (15) days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

It is understood that failure to comply with this undertaking in any manner whatsoever, Maharashtra Pollution Control Board, Mumbai shall have the right to reject my / our bid and forfeit the submitted Earnest Money Deposit (EMD)/ Bank Guarantee, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including blacklisting) available to Maharashtra Pollution Control Board, Mumbai

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 13 Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To,
The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Subject: Declaration for not being debarred / black-listed by Central / any Government (Central/State/ Semi Government / Corporation/UT/PSU or any other body established under or in the control of the Central or state Government in India in India as on the date of submission of the bid.

RFP Reference No: MPCB/JD(APC)/Noise/2025-26

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government (Central/State) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission. In the event of any deviation from the factual information / declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :
Name :
Designation :
Address :
Telephone :
E-mail address :

Annexure 14 Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

To

The Member Secretary,
Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Subject: Financial Proposal Cover Letter for- Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

Ref: RFP No: MPCB/

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the RFP for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra do hereby propose to provide Services as specified in the bidding documents.

1. Price and Validity: All the prices mentioned in our Bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this Bid are valid for a period of One Hundred and Eighty (180) from the date of opening of Stage 1 Bid.
2. The prices we have offered, will remain fixed and subject to price escalation mention in the RFP during the period of Contract.
3. Taxes: We are an entity registered in India and do hereby confirm that our bid price is exclusive of all applicable taxes (i.e., GST). All relevant/ applicable taxes would be considered for reimbursement on actuals as per MPCB's discretion and prevailing Government laws.
4. Deviations: We hereby declare that all terms and conditions mentioned in the RFP (all volumes, annexures, and corrigendum's) are acceptable to us without any deviations and all the services shall be performed strictly in accordance with the bid documents
5. Unit Rates: We have indicated in the relevant Annexures enclosed, the unit rates for the purpose of an account of payment as well as for price adjustment, in case of any increase / decrease from the scope of work under the contract.
6. Bid Price: We declare that our Bid Prices, exclusive of all applicable taxes, duties, and GST are for the entire scope of the work and requirements as specified in the Bid documents.
7. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and

belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.

9. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
10. We confirm that no technical information or deviations are attached here with this Commercial offer.

We understand that our RFP is binding on us and that you are not bound to accept a bid you receive. We confirm that no technical deviations are attached here with this financial offer. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*] :
Name and Title of Signatory :
Date and Stamp of the signatory :
Name of Firm :

Annexure 15 Format for Financial Bid
(NOT TO BE ENCLOSED ALONG WITH TECHNICAL BID)
(To be submitted on e-tender portal only)

Financial Bid has to be entered online only. An Online Form, similar to the Financial Bid format given below, will be available to the Bidder(s) on Mahatenders portal where bidders would quote their offer. The rates quoted in the PART A should match with the rates quoted respectively in Price Bid PART B-1, B-2, B-3. In case of any mismatch the rates appearing in PART A will be considered as FINAL and will be considered for PRICE BID evaluation)

The bidders should strictly follow the format given below for submitting the price –bids.

PART-A

S. No.	Description of the Work	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (H)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (I)	Total Price (INR) to monitor noise for 6 Hrs. & 24 Hrs. (Including GST) (J) = (H) + (I)
1	Noise Monitoring during GANESH festival in 27 Cities as per locations listed in RFP for a period of Three (03) years (Part B-1)			
2	Noise Monitoring during DIWALI festival in 27 Cities as per locations listed in RFP for a period of Three (03) years (Part B-2)			
3	Noise Monitoring in 27 MAJOR CITIES as per locations listed in RFP for a period of Three (03) years (Part B-3)			
GRAND TOTAL PRICE				

Note:

- Bidders should quote prices as per the templates only.
- The payment will be made on actual number of locations within the Cities monitored in the given period.
- The rate quoted by Bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Travelling, Lodging, Food, Insurance, etc. MPCB shall not pay any additional cost to Bidder.
- All costs shall remain valid for the entire duration of the contract.
- All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee Purchase Order for the bids submitted.
- All the prices are to be entered in Indian Rupees only in numbers as well as words.
- The quoted rates shall be inclusive of all taxes and GST. GST shall be paid as actual at prevailing rates by MPCB after awarding the contract to successful bidder at the time of releasing the payments.

8. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case:
- The PRICE BID has to be submitted online in the BOQ format provided.
 - Bidders are required to submit online commercial bid format
 - A copy of a PRICE BID including Part – A (mentioned above) should be printed on letterhead of the bidder and uploaded on Mahatenders portal in .pdf formats.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

PART-B
PART B-1

**DETAILS SHOWING QUANTITY, RATES AND OTHER DETAILS OF THE ITEMS OFFERED
FOR GANESH FESTIVAL MONITORING**

S. No.	Name of the city	No. of locations listed in RFP to monitor noise during Ganesh Festival (A)	Min. No. of Days for which noise to be monitored during a year (B)	Contract Period (Years) (C)	Unit Price (INR) to monitor noise for 6 Hrs. (Including GST) (D)	Unit Price (INR) to monitor noise for 24 Hrs. (Including GST) (E)	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (F) = (A) x (B) x (C) x (D)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (G) = (A) x (B) x (C) x (E)
1	Mumbai	25	5	3				
2	Navi Mumbai	5	5	3				
3	Thane	8	5	3				
4	Pune	218	5	3				
5	Nashik	5	5	3				
6	Aurangabad	5	5	3				
7	Nagpur	5	5	3				
8	Kalyan	3	5	3				
9	Amravati	3	5	3				
10	Jalgaon	3	5	3				
11	Kolhapur	3	5	3				
12	Sangli	3	5	3				
13	Mira-Bhayander	3	5	3				
14	Vasai-Virar	3	5	3				
15	Ulhas Nagar	3	5	3				
15	Bhiwandi-Nizampur	3	5	3				
17	Chandrapur	3	5	3				
18	Nanded-Waghela	3	5	3				
19	Ahmednagar	3	5	3				
20	Dhule	3	5	3				
21	Malegaon	3	5	3				
22	Pimpri-Chinchwad	3	5	3				
23	Parbhani	3	5	3				
24	Latur	3	5	3				
25	Akola	3	5	3				
26	Solapur	4	5	3				
27	Panvel	3	5	3				
Total Prices								

1. The payment will be made on actual number of Cities and locations monitored in the given period. Bidders should quote the rates as against the requirement mentioned above.
2. Total Prices quoted above in PART B-1 need to be mentioned in PRICE BID PART-A and should match with the figures in this sheet. In case of any discrepancy the price mentioned in PRICE BID PART-A will only be considered

PART B-2
DETAILS SHOWING QUANTITY, RATES AND OTHER DETAILS OF THE ITEMS OFFERED
FOR DIWALI FESTIVAL MONITORING

S. No.	Name of the city	No. of locations listed in RFP to monitor noise during Diwali Festival (A)	Min. No. of Days for which noise to be monitored during a year (B)	Contract Period (Years) (C)	Unit Price (INR) to monitor noise for 6 Hrs. (Including GST) (D)	Unit Price (INR) to monitor noise for 24 Hrs. (Including GST) (E)	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (F) = (A) x (B) x (C) x (D)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (G) = (A) x (B) x (C) x (E)
1	Mumbai-Southern	15	3	3				
	Mumbai-Western Suburbs	15	3	3				
	Mumbai-Eastern Suburbs	15	3	3				
2	Navi Mumbai	9	3	3				
3	Thane	5	3	3				
4	Pune	15	3	3				
5	Nashik	5	3	3				
6	Aurangabad	5	3	3				
7	Nagpur	10	3	3				
8	Kalyan	3	3	3				
9	Amravati	3	3	3				
10	Jalgaon	3	3	3				
11	Kolhapur	7	3	3				
12	Sangli	3	3	3				
13	Mira-Bhayander	3	3	3				
14	Vasai-Virar	3	3	3				
15	Ulhas nagar	3	3	3				
15	Bhiwandi-Nizampur	3	3	3				
17	Chandrapur	3	3	3				
18	Nanded-Waghela	3	3	3				
19	Ahmednagar	3	3	3				
20	Dhule	3	3	3				

S. No.	Name of the city	No. of locations listed in RFP to monitor noise during Diwali Festival (A)	Min. No. of Days for which noise to be monitored during a year (B)	Contract Period (Years) (C)	Unit Price (INR) to monitor noise for 6 Hrs. (Including GST) (D)	Unit Price (INR) to monitor noise for 24 Hrs. (Including GST) (E)	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (F) = (A) x (B) x (C) x (D)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (G) = (A) x (B) x (C) x (E)
21	Malegaon	3	3	3				
22	Pimpri-Chinchwad	3	3	3				
23	Parbhani	3	3	3				
24	Latur	3	3	3				
25	Akola	3	3	3				
26	Solapur	3	3	3				
27	Panvel	3	3	3				
Total Prices								

1. The payment will be made on actual number of Cities and locations monitored in the given period. Bidders should quote the rates as against the requirement mentioned above.
2. The Prices quoted above in PART B-2 need to be mentioned in PRICE BID PART-A and should match with the figures in this sheet. In case of any discrepancy the price mentioned in PRICE BID PART-A will only be considered

PART B-3
DETAILS SHOWING QUANTITY, RATES AND OTHER DETAILS OF THE ITEMS OFFERED FOR MAJOR CITYWISE NOISE MONITORING

S. No.	Name of the city	Number of locations listed in RFP to monitor noise for Major Cities (A)	Min. No. of Days for which noise to be monitored during a year (B)	Contract Period (Years) (C)	Unit Price (INR) to monitor noise for 6 Hrs. (Including GST) (D)	Unit Price (INR) to monitor noise for 24 Hrs. (Including GST) (E)	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (F) = (A) x (B) x (C) x (D)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (G) = (A) x (B) x (C) x (E)
1	Mumbai	15	2	3				
2	Navi Mumbai	3	2	3				
3	Thane	5	2	3				
4	Pune	5	2	3				
5	Nashik	5	2	3				
6	Aurangabad	5	2	3				
7	Nagpur	5	2	3				
8	Kalyan	3	2	3				
9	Amravati	3	2	3				
10	Jalgaon	3	2	3				
11	Kolhapur	4	2	3				

S. No.	Name of the city	Number of locations listed in RFP to monitor noise for Major Cities (A)	Min. No. of Days for which noise to be monitored during a year (B)	Contract Period (Years) (C)	Unit Price (INR) to monitor noise for 6 Hrs. (Including GST) (D)	Unit Price (INR) to monitor noise for 24 Hrs. (Including GST) (E)	Total Price (INR) to monitor noise for 6 Hrs. (Including GST) (F) = (A) x (B) x (C) x (D)	Total Price (INR) to monitor noise for 24 Hrs. (Including GST) (G) = (A) x (B) x (C) x (E)
12	Sangli	3	2	3				
13	Mira-Bhayander	3	2	3				
14	Vasai-Virar	3	2	3				
15	Ulhasnagar	3	2	3				
15	Bhiwandi-Nizampur	3	2	3				
17	Chandrapur	3	2	3				
18	Nanded-Waghela	3	2	3				
19	Ahmednagar	3	2	3				
20	Dhule	3	2	3				
21	Malegaon	3	2	3				
22	Pimpri-Chinchwad	3	2	3				
23	Parbhani	3	2	3				
24	Latur	3	2	3				
25	Akola	3	2	3				
26	Solapur	3	2	3				
27	Panvel	3	2	3				
Total Prices								

1. The payment will be made on actual number of Cities and locations monitored in the given period. Bidders should quote the rates as against the requirement mentioned above.
2. Total Prices quoted above in PART B-3 need to be mentioned in PRICE BID PART-A and should match with the figures in this sheet. In case of any discrepancy the price mentioned in PRICE BID PART-A will only be considered.

Annexure 16 Draft Conditions of Contract

(On the non-judicial stamp paper of INR 500/-)

(To be Printed on INR 500/- Stamp Paper)

This Agreement made and entered into at Mumbai on _____ between the, **Maharashtra Pollution Control Board**, having its **Head Office at Kalpataru Point, 3rd & 4th floor, Opp. PVR Cinema, Near Sion Circle, Sion (E), Mumbai - 400 022** (hereinafter referred to as the "Purchaser" / "USER", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) as party of the First Part

And

_____(Successful Bidder's Name), having its registered Office at _____, hereinafter referred as the "Successful Bidder" or "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as party of the Second Part

In this Agreement, MPCB / User and Successful Bidder are referred to individually as "a Party" and collectively as "the Parties"

1. PREAMBLE

WHEREAS The "Purchaser" MPCB is constituted under Section 4 of the Water (P&CP) Act, 1974.

AND WHEREAS The Service Provider is **M/s.**

AND WHEREAS MPCB had floated a **Request for Proposal (RFP)** for

AND WHEREAS the Service Provider, in response to this RFP, submitted to MPCB a proposal and offered to undertake the work as per the Scope of Work defined in the RFP. MPCB has examined the proposal submitted by the Service Provider and has found the same to be in order and in conformity with the parameters as specified in the Request for Proposal (RFP) document.

AND WHEREAS MPCB has agreed to execute the Contract with the Service Provider under this Agreement to provide the aforementioned work as per the Scope of Work defined in the RFP starting from the _____, on the terms & conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to work as per the terms and conditions specified by Service Provider in the Proposal submitted in response to the RFP and neither Party shall be responsible for contributing any monies / services other than those specifically contained in this Agreement.

The following documents are and shall be deemed to form part of this Contract Agreement and shall be read and construed to be part of this Contract Agreement as if they were incorporated in this Contract Agreement:

- a. RFP document having RFP Reference No: MPCB/JD(APC)/Noise/2025-26 **dated 2025.**
- b. Published Corrigendum associated with the RFP mentioned in point no. i. above
- c. Pre-bid queries clarifications
- d. Bid documents submitted by the Service Provider
- e. Letter of Award/Work Order Reference No:**dated2025.**
- f. All the terms and conditions of the RFP
- g. Project contract compliance documents / receipts / certificates / Performance Bank Guarantee
- h. This Contract Agreement signed and accepted by both the parties

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions set forth herein, it is hereby agreed by and between the parties hereto as follows:

2. DEFINITIONS AND INTERPRETATIONS

For purposes of this Agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Definitions:

- i. **"Agreement Date"** shall mean the date of signing of this Agreement
- j. **"Authority/Corporation"** shall mean means Maharashtra Pollution Control Board (MPCB).
- k. **"Bid / Proposal"** shall mean This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Service Provider, in response to the RFP, and accepted by MPCB.
- l. **"Business Day"** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
- m. **"Contract/Agreement"** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent
- n. **"Contract / Agreement Period"** The time period for completion of the entire project scope of work starting from signing of Agreement till specific duration mentioned defined in the agreement i.e., This Agreement shall remain valid for any extension given by MPCB.
- o. **"Day"** shall mean a period of Twenty-Four (24) hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be

deemed to be the calendar day applicable to India.

- p. **"Deliverables"** shall mean the services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
- q. **"Financial Year"** Shall mean a Financial Year period starting from 01st April and ending on 31st March of the respective year.
- r. **"Force Majeure Event"** shall mean such event as described in Clause 29 of this Agreement.
- s. **"Letter of Award/Work Order"** shall mean this refers to the letter (Ref No: _____ dated _____ 2025) issued by MPCB to the Service Provider indicating its selection as the Service Provider for implementation of the Project.
- t. **"Month and Year"** shall mean all dates calculated according to the Gregorian calendar.
- u. **"Non- compliance"** Failure / refusal to comply to the terms and conditions of the Agreement.
- v. **"Premises/Site"** shall mean the land or building provided by MPCB to the Service Provider.
- w. **"Project"** shall mean
- x. **"Proposal"** means the bid submitted by the Service Provider along with the terms and conditions, in response to the RFP.
- y. **"Quarter"** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
- z. **"Total Contract Value/ Contract Value"** shall mean Value (Inclusive of all taxes, levies, and duties) finally agreed between MPCB and the Service Provider and further negotiated for the delivery of Services.
- aa. **"Writing"** shall mean any handwritten, typewritten, or printed communication including telex, cable, facsimile transmission, and E-mail.
- bb. **"Working Day"** shall mean the normal working day for MPCB from 9.45 a.m. to 6.15 p.m. except on Sundays and other holidays on which days MPCB offices are closed.

"Interpretations:

In this Contract Agreement unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Agreement.
2. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Agreement including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.
5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing, or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.
10. This Agreement supersedes (a) Request for Proposal issued by the Purchaser, (b) Proposal Submitted by the Supplier and (c) All understandings, clarifications, communications etc. till date of this agreement, whether written or oral, between the Purchaser and the Supplier. The parties may with mutual consent modify and / or amend

the agreement. No modification or amendment shall be valid unless the same is in writing and signed by both the parties.

3. AWARD OF CONTRACT

MPCB agreeing to pay the amount of inclusive of current applicable GST at the time of billing, as per the payments set forth further in this Agreement, the Service Provider agreeing to complete the deliverables under the Scope of Work as elaborated in under this Agreement and subject to the provisions of this Agreement.

4. CONTRACT PERIOD AND EXPIRATION

The agreement is valid for a period offrom date of issuance of the Work Order. The contract may be extended based on the satisfactory performance of the Service Provider and mutual consent on same terms and conditions.

5. PAYMENT AND INVOICING TERMS

As per Section 5 of the RFP

6. KEY PERFORMANCE INDICATORS AND PENALTIES

As per Section 6 of the RFP

7. PERFORMANCE BANK GUARANTEE

- a. Within Five (05) days of MPCB issuing the Work Order, the Service Provider, at its cost, charges and expenses will submit a Performance Bank Guarantee (PBG) for an amount equivalent to Five percentage (05%) of the total contract i.e., **₹. 13,54,055/-** (i.e., **₹ Thirteen Lakhs Fifty-Four Thousand and Fifty-Five only**) value valid up to Three (3) months post completion of the contract period.
- b. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai
- c. Performance Bank Guarantee is governed for services as follows:
 - i. The Service Provider shall carry out the services in conformity with the requirements of the RFP and this agreement, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - ii. The Earnest Money deposited at the time of bid submission would be given back to the Service Provider after completion of onboarding process.
- d. The Service Provider shall deposit the Performance Bank Guarantee as follows:
 - i. The Service Provider shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank of stated value and valid for the tenure as mentioned above.
 - ii. The Performance Bank Guarantee should be furnished within Five (05) days from the date of issue of Work Order to the Service Provider.
 - iii. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the Service Provider under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- e. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on

the following grounds:

- i. Any amount imposed as a fine by MPCB for irregularities committed by the Service Provider during execution of the project.
 - ii. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Service Provider or any of his/her/their agent/ employees or staff.
 - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - iv. Any other outstanding amount.
- f. Once the amount under this clause is debited, the Service Provider shall reimburse the Performance Bank Guarantee to the extent the amount is debited within Three (03) days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.
- g. The Performance Bank Guarantee will be retained by MPCB until the period mentioned in the clause above and be released thereafter. The Service Provider shall be required to submit a request in writing to MPCB for the return of Performance Security. On receipt of such letter MPCB shall process the request within Fifteen (15) days and return the Performance Bank Guarantee upon being satisfied that there have been no due performance obligations on the part of the Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- h. The Performance Security may be invoked on violation of any of the conditions given below:
- The Service Provider is not able to deliver services as per KPIs as set out in the Agreement.
 - The Service Provider or its employee(s) is involved in any unlawful activity during its engagement with MPCB.
 - In case the Service Provider fails to comply with approved Exit Management.

8. COMMENCEMENT & PROGRESS

The Service Provider shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- a. The Service Provider shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement.
- b. The Service Provider shall be responsible for and shall ensure that all activities / services are performed in accordance with the Agreement, Scope of Work and that the Service Provider's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- c. The Service Provider shall perform the activities / services and carry out its obligations under the Agreement with due diligence and efficiency. The Service Provider shall always act, in respect of any matter relating to this Agreement, as faithful advisors to MPCB and shall, at all times, support and safeguard MPCB's legitimate interests in any dealings with Third parties.

9. TRADEMARKS, PUBLICITY

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction

with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Agreement, the KPI, or the business of the Parties without prior reference to and approval in writing from the other Party.

10. ETHICS

The Service Provider represents, warrants, and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this Project and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MPCB standard policies and may result in cancellation of this Agreement

11. INDEMNIFICATION

The Service Provider shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Service Provider in the execution of or in the connection with the work of this Agreement and against lose or damage to the MPCB in consequences of any action or suit being brought against the Service Provider anything done or omitted to be done in execution of the work of this Agreement.

12. MPCB's OBLIGATIONS

- a. MPCB nominated representative shall act as the nodal point for implementation of the Agreement and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Service Provider.
- b. MPCB shall ensure that timely approval is provided to the Service Provider as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this Agreement.
- c. MPCB's representative shall interface with the Service Provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Agreement. MPCB shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of MPCB is proper and necessary.
- d. MPCB may provide on the Service Provider's request, particulars/ information/ or documentation that may be required by the Service Provider for proper planning and execution of work and for providing services covered under this Agreement and for which the Service Provider may have to coordinate with respective vendors.
- e. MPCB may provide to the Service Provider, sitting space and basic infrastructure at their office location (if required).

13. AUDIT, ACCESS, AND REPORTING

a. Purpose

- i. This clause details the audit, access, and reporting rights of MPCB and the respective obligations of Service Provider under the contractual terms of execution of Scope of Work and KPIs Management.

- ii. MPCB may engage a suitable, neutral, and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Service Provider that the system implementation is complete.
- iii. The Service Provider being notified of any deviations from the agencies nominated by MPCB regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- iv. All the cost for third party agencies will be borne by the Service Provider.

b. Notice and Timing

- i. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the project execution in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Service Provider.
- ii. The MPCB or its nominated agencies may conduct non-timetabled audits pertaining to the project at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- iii. The frequency of audits shall be decided by MPCB.
- iv. In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the Agreement, the Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents, and artefacts of the Project as required by them and approved by MPCB, in writing.
- v. The audit and access rights contained shall survive the termination or expiration of the Agreement.

c. Access

- i. The Service Provider shall provide MPCB access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- ii. MPCB shall have the right to copy and retain copies of any relevant records. The Service Provider shall co- operate with MPCB in effecting the audits and providing necessary information.

14. CORRUPT OR FRAUDULENT PRACTICES

MPCB requires that Service Provider under Agreement, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB. Defines, for the purposes of this provision, the terms set forth below as follows:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement execution; and

- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Agreement.
- c. Will reject a proposal for award if it determines that Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the Agreement in question.
- d. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Agreement if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Agreement.

15. LICENSE

In case any software is required for successful execution of project, the Service Provider shall have to bear software license cost, if any for fulfilment of the requirement of the project.

16. RISK AND COST

- a. In case, the Service Provider fails to provide the services as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the Service Provider.
- b. If it is observed that the Service Provider carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the Agreement & penal action will be taken against them. The above condition will be in addition to the relevant condition in this Agreement regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the Service Provider relating to any matter arising out of the Agreement.

17. CONFLICT OF INTEREST

The Service Provider shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the Applicant or any prospective sub-contractor due to prior, current, or proposed contracts, engagements, or affiliations with MPCB. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Service Provider to complete the requirements as given in the application document.

18. CONFIDENTIALITY

- a. The Service Provider will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Service Provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Service Provider must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data. For this, the Service Provider is required to sign Non-Disclosure Agreement with MPCB as per Format provided in the RFP (on the stamp paper of INR 500/- duly attested by notary public).
- b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within

India or other Statutory Authorities of Indian Government, could result in premature termination of the Agreement. MPCB may apart from blacklisting the Service Provider, initiate legal action against the Service Provider for breach of trust. The Service Provider shall also not make any news release, public announcements or any other reference on application document or contract agreement without obtaining prior written consent from MPCB.

- c. The Service Provider shall use reasonable care to protect confidential information from unauthorised disclosure and use.

19. ARBITRATION

If, due to unforeseen reasons, problems arise during the progress of the project execution leading to disagreement between MPCB and the Service Provider, the latter shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute through the two-Tier Committee formed by MPCB, the dispute/claim etc. relating to the contract/engagement shall be referred to the Hon'ble member secretary of MPCB whose decision shall be final and binding on both the parties.

20. HANDLING OF SERVICE PROVIDER GRIEVANCES/DISPUTE RESOLUTION

- a. To look after the grievances of the Service Provider, MPCB shall form a three-tier Committee comprising of:
 - Tier 1 Committee – Regional Officer, Sub-Regional Officer, AAO/Head Accountant
 - Tier 2 (EB dept.): Administrative Officer, Chief Accounts Officers, Law Officer/Office Superintendent
 - Tier 3 Committee - Member Secretary
- b. All grievances, clarifications shall be addressed to Tier 1 Committee first. In case of no satisfactory resolution, it shall be passed on to Tier 2 Committee.
- c. In case no satisfactory resolution is received by the Service Provider through the two-Tier Committee, the matter shall be taken up with Hon'ble Member Secretary, MPCB. The decision of Hon'ble Member Secretary in this regard shall be final and binding.

21. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of **Mumbai, India**.

22. LIMITATION OF LIABILITY

- a. The liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under this Clause shall not be applicable to the indemnification obligations.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible

existence.

- c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

23. VARIATION IN AGREEMENT QUANTITY & ITS PAYMENT

- a. Modification to Agreement to be in writing: In the event of any of the provisions of the Agreement requiring to be modified after the Agreement documents have been signed, modifications shall be made in writing and signed by both the Service Provider and MPCB.
- b. Powers of Modification to Agreement: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce scope.

24. EXTENSION OF TIMELINES

As soon as it is apparent that the Agreement dates cannot be adhered to, an application shall be sent by the Service Provider to MPCB. If failure, on the part of the Service Provider, to complete scope of work as per timelines shall have arisen from any cause which MPCB may admit as reasonable ground for an extension of the time, MPCB may allow such additional time as it considers to be justified by circumstances.

25. RELATIONSHIPS

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "MPCB" and the "Service Provider". No partnership shall be constituted between MPCB and the Service Provider by virtue of this contract nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other partnership has been constituted, or that it has any such power. The Service Provider shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark, or logo of the other party for promotional purpose without first having obtained the other party's prior written approval.

26. TERMINATION

a. Termination for MPCB Convenience

- i. MPCB may at any time terminate the Contract for any reason by giving the Service Provider a Thirty (30) days' notice of termination that refers to this clause.
- ii. Upon receipt of the notice of termination under the above clause 26 (a) (i), the Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - (i) cease all further work, except for such work as MPCB may specify in the notice of

- termination for the sole purpose of protecting that part of the project already executed.
- (ii) in addition, the Service Provider, subject to the payment specified in 26 (a) (iii), shall
 - i. deliver to MPCB all relevant data and documents prepared by the Service Provider as of the date of termination in connection with the Project.
 - iii. In the event of termination of the Contract under clause 26 (a) (i), MPCB shall pay to the Service Provider the following amounts:
 - (i) the total Contract value, properly attributable to the parts of the Project executed by the Service Provider as of the date of termination.
- b. Termination for the Service Provider's Default**
- i. MPCB, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Service Provider, referring to this clause:
 - (i) if the Service Provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Service Provider is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Service Provider takes or suffers any other analogous action in consequence of debt;
 - (ii) if the Service Provider assigns or transfers the Contract or any right or interest therein in violation of the provision of clause on Assignment; or
 - (iii) if the Service Provider, in the judgment of MPCB has engaged in Fraud and Corruption, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
 - ii. If the Service Provider:
 - (i) has abandoned or repudiated the Contract
 - (ii) has without valid reason failed to commence work on the project promptly
 - (iii) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
 - (iv) refuses or is unable to provide sufficient materials, services, or labor to execute and complete the Project in the manner specified in the agreed Project Plan furnished under the Scope of Work at rates of progress that give reasonable assurance to MPCB that the Service Provider can attain Go-Live of the Project by the time for achieving Go-Live as extended
 - (v) if the Service Provider has engaged in corrupt, fraudulent, collusive, coercive, undesirable, or restrictive practice in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
 - (vi) if the Service Provider fails to furnish, renew and/or maintain the Performance Bank Guarantee in accordance with this Contract
 - (vii) if the Service Provider assigns or transfers the Contract or its rights and obligations under this Contract without the prior written consent of MPCB
 - (viii) if any of the Service Provider's representations and warranties are found to be false and/or misleading; or
 - (ix) if the Service Provider is in breach of any Applicable Laws.

then MPCB may, without prejudice to any other rights it may possess under the Contract, give a notice to the Service Provider stating the nature of the default and requiring the Service Provider to remedy the same. If the Service Provider fails to remedy or to take steps to remedy the same within Thirty (30) days of its receipt of such notice, then MPCB may terminate the Contract forthwith by giving a notice of termination to the Service Provider that refers to this clause 26 (b) (ii).

- iii. Upon receipt of the notice of termination under clauses 26 (b) (i) or 26 (b) (ii), the Service Provider shall, either immediately or upon such date as is specified in the notice of termination:
 - (i) cease all further work, except for such work as MPCB may specify in the notice of termination for the sole purpose of protecting that part of the work already executed
 - (ii) deliver to MPCB all relevant data and documents prepared by the Service Provider as at the date of termination in connection with the services
- iv. In case of termination before commencement, MPCB shall be entitled to recover such damages from the Service Provider as decided by MPCB on account of termination.
- v. If the termination takes place after the Go-Live, the Service Provider shall be entitled to be paid the Contract value attributable for work done. Any sums due to MPCB from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the Contract.
- vi. If the termination takes place before commencement, the cost of completing the Project by MPCB as per the Contract shall be determined. The sum that the Service Provider is required to pay, pursuant to clause 26 (b) (iv), plus the reasonable costs incurred by MPCB in the completing the Scope of Work, the Service Provider shall be liable to reimburse such money to MPCB. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.
- vii. If the termination takes place after commencement, the cost of completing the remaining Scope of Work by MPCB as per the Contract shall be determined. If the pro- rata sum that the Service Provider is entitled to be paid for the operations period, pursuant to clause 26 (b) (v), plus the reasonable costs incurred by MPCB in the completing the Scope of Work, exceeds the total pro-rata Cost of the Contract due, the Service Provider shall be liable to reimburse such excess money to MPCB. If such excess is greater than the sums due to the Service Provider for the operations period under clause 26 (b) (v), the Service Provider shall pay the balance to MPCB, and if such excess is less than the sums due to the Service Provider for the operations period under clause 26 (b) (v), MPCB shall pay the balance to the Service Provider. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.

c. Termination Due to Force Majeure

If a Force Majeure event affecting any Party subsists for a continuous period of One Hundred Eighty (180) days, then either Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of Thirty (30) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the Thirty (30) days period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.

d. Payment upon Termination

Upon termination of this Contract pursuant to *clause 26 sub-clause c* the MPCB shall make the following payments to the Service Provider:

- i. If the Contract is terminated pursuant to *clause 26 sub-clause c*, remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of *clause 26 sub-clause c*. The Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of *Quantum Merit* as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Service Provider will be required to pay any such liquidated damages to MPCB within Fifteen (15) days of termination date.

e. Delays in Service Provider's performance

- i. If at any time during performance of the Agreement, the Service Provider may encounter conditions impeding performance of the services, the Service Provider shall promptly notify MPCB in writing of the facts of the delay, it's likely duration and its causes.
- ii. As soon as after receipt of the Service Provider's notice, MPCB shall evaluate the situation and may at its discretion, extend the Service Providers time for performance with or without penalty in which case the extension shall be ratified by the Service Providers by amendment of the contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the Service Provider or for reasons not attributable to the Service Provider or for reasons attributable to MPCB, shall not attract any penalty.

27. Default and Termination

27.1 Events of default by the Service Provider

The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an “**Event of Default**” on the part of the Service Provider. The events of default as mentioned above may include inter-alia the following:

- a. The Service Provider or its team has failed to perform any instructions or directives issued by MPCB which it deems proper and necessary to execute the scope of work or provide services under the Agreement, or.
- b. The Service Provider or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the KPIs, or if the Service Provider has fallen short of matching such standards / benchmarks / targets as MPCB may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Agreement. The above-mentioned failure on the part of the Service Provider may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by MPCB.
- c. The Service Provider has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by MPCB, despite being served with a default

- notice which laid down the specific deviance on the part of the Service Provider's team to comply with any stipulations or standards as laid down by MPCB; or
- d. The Service Provider's team has failed to adhere to any amended direction, instruction, modification or clarification as issued by MPCB during the term of this Agreement and which MPCB deems proper and necessary for the execution of the scope of work under this Agreement.
 - e. The Service Provider's Team has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bid, the Tender, and this Agreement.
 - f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.
 - g. The Service Provider's Team has failed to comply with or is in breach or contravention of any applicable laws.
 - h. The Service Provider's team are involved in fraud/wilful misconduct.
 - i. Where there has been an occurrence of such defaults inter alia as stated above, MPCB shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such 'Defaulting Party' to remedy the default committed.
 - j. Where despite the issuance of a default notice to the Service Provider by MPCB, the Service Provider fails to remedy the default to the satisfaction of MPCB, MPCB may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to MPCB including immediate termination of contract agreement. In such a case the Performance Security shall be forfeited by MPCB and outstanding payments, if any shall be made to the extent for the services found acceptable and satisfaction of MPCB.

27.2 Consequences of Default

Where an Event of Default subsists or remains uncured, MPCB shall be entitled to:

- a. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and services which the Service Provider shall be obliged to comply with which may include re-determination of the consideration payable to the Service Provider. The Service Provider shall in addition take all available steps to minimize loss resulting from such event of default.
- b. Suspend all payments to the Service Provider under the Agreement by a written notice of suspension to the Service Provider, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- c. Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Service Provider.

28. ASSIGNMENT AND SUBLETTING

The Service Provider shall not assign/sub-contract/sublet, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party

29. FORCE MAJEURE

A Force Majeure event shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and /or Political Event.

- a. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.
- b. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within Five (05) days of the occurrence of such event. MPCB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Service Provider's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- c. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- d. The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- e. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable.
- f. Such events may include, but are not limited to:

(I) Non-Political Events:

A Non-Political Event shall mean one or more of the following acts or events:

- (i) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire, or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- (ii) strikes or boycotts (other than those involving the Service Provider or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of Twenty-Four (24) hours and an aggregate period exceeding Seven (7) days in Financial Year
- (iii) any failure or delay of a Service Provider but only to the extent caused by another Non-Political Event which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such a Service Provider.

- (iv) any delay or failure of an overseas Service Provider to deliver in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Service Provider.
- (v) any judgement or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection.

(II) Indirect Political Event.

An Indirect Political Event shall mean one or more of the following acts or events:

- (i) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- (ii) any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- (iii) industry-wide or State-wide strikes or industrial action for a continuous period of Twenty-Four (24) hours and exceeding an aggregate period of Seven (07) days in a Financial Year.
- (iv) any civil commotion, boycott or political agitation which prevents for providing services as per scope of work or fulfilment of Maintenance Obligations by the Service Provider for an aggregate period exceeding Fifteen (15) days in a Financial Year.
- (v) failure of the Authority to permit the Service Provider to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason.
- (vi) any Indirect Political Event that causes a Non-Political Event; or
- (vii) any event or circumstances of a nature analogous to any of the foregoing.

(III) Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (i) Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
- (ii) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
- (iii) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by Service Provider to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- (iv) Any event or circumstance of a nature analogous to any of the foregoing.

- (v) Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts, and freight embargoes.
- g. If a Force Majeure situation arises, the Service Provider shall promptly notify the MPCB in writing of such conditions and the cause thereof within Twenty (20) calendar days.
- h. Unless otherwise directed by the MPCB in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- i. If the duration of delay continues beyond a period of Three (03) months, Board and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Service Provider.

30. GOVERNANCE SCHEDULE

- a. The Service Provider shall document the agreed structures in a procedural manual under the guidance and supervision of MPCB.
- b. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
- c. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
- d. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- e. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate discussions between them/their representatives or senior officers.

31. EXIT MANGEMENT

- a. The Service Provider shall hand over the entire project asset created during the Implementation for successful handover of the project. This process will be initiated Five (05) days before the ending of the project contract.
 - Detailed inventory of all the assets, Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under the Project.
 - Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
 - Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.
- b. MPCB will approve this plan after necessary consultation and start preparation for transition.

32. AGREEMENT LANGUAGE AND LAW

- a. The Agreement Documents shall be drawn in English Language and all correspondence drawings and documents and any written matter relating to the Agreement shall be in English only.
- b. The Agreement shall be governed by and construed in accordance with the Laws of India. No suit or other proceeding relating to the Agreement shall be filed or taken by the Service Provider or MPCB in any Court of Law before exhausting the mechanism of Arbitration.

33. ADDRESSES FOR CORRESPONDENCE

All and any notices required or permitted to the Parties hereto pursuant to this Understanding shall be sent to the said Party at the address or to such other address as such party shall designate in writing for that purpose to the other Party by Registered Post.

34. INCLUSIVITY OF CONTRACT

This agreement shall be read along with its Annexures, the terms and conditions set out in the RFP No. **dated****2025** and its corrigenda, Work Order No. MPCB/...../2025/....., dated _____ 2025, and inclusive of all consequent communications through letters, emails and clarifications which shall hold good during the period of this agreement.

In WITNESS whereof the said service provider and MPCB hereby affix their hand and seal thereto on the day and year first above written.

For Service Provider:

M/s.

For Purchaser

**Maharashtra Pollution Control Board
Kalpataru Point, Opp. PVR Cinema,
Near Sion Circle, Sion (E), Mumbai 400022**

User

Name

Maharashtra Pollution Control Board

Signature

Signature of Board's Authorized

Representative with Seal

Service Provider

Name

*M/s.....(name of the Service
Provider)*

Signature of Authorized

Representative with Seal

Signature

Signed, Sealed and Delivered by the said

(For the Board) in the presence of

Signed, Sealed and Delivered by the said

Note:

1. The stamp duty payable for the contract shall be borne by the Successful Bidder.
2. The above Draft Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by MPCB after final selection of the Successful Bidder.

Annexure 17 Non-Disclosure Agreement

(on non-judicial stamp paper of INR 500 duly attested by notary public)

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, Maharashtra Pollution Control Board on the one, (hereinafter called the "MPCB") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

1. The "MPCB" has issued a public notice inviting various organizations for **Proposal for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring in Maharashtra.** (Hereinafter called the "Project").
2. The Bidder, having represented to the "MPCB" that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the "Project", the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - is or becomes publicly known through no wrongful act of the Bidder; or
 - is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
5. The Agreement shall apply to all information relating to the Project disclosed by the MPCB to the bidder.
6. MPCB will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
7. MPCB reserves the right to share the information received from the bidder under the ambit of RTI Act.

8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the MPCB to the Bidder, the MPCB shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the MPCB is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the MPCB on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the MPCB, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the MPCB forthwith after receipt of notice, and (iii) upon request of the MPCB, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the MPCB and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the MPCB be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the MPCB and the Bidder and their respective subsidiaries, affiliate, successors, and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

Annexure 18 Format for Performance Bank Guarantee

(to be Submitted After Award of Contract)

Form of Bid Security (Bank Guarantee)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

The Member Secretary,

Maharashtra Pollution Control Board,
Kalpataru Point, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Whereas <<name of the Service Provider and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra** (hereinafter called "the beneficiary")

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

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

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

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

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

This Guarantee shall be valid until <<Insert Date>>).

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated _____ Day of _____ 2025

For _____

(Indicate the name of the Bank)

Annexure 19 Sample Reports and Data Sheets

Annexure 19 A) Sample A - Data sheet for Ambient Noise Level Monitoring during Ganesh Festival.

Instrument Make & Model:			Date
Sr. No.			L _{equivalent} dB(A)
	18.00 hrs. to 19.00 hrs.		
	19.00 hrs. to 20.00 hrs.		
	20.00 hrs. to 21.00 hrs.		
	21.00 hrs. to 22.00 hrs.		
	22.00 hrs. to 23.00 hrs.		
	23.00 hrs. to 24.00 hrs.		
Average L equivalent dB(A)			
Name & signature of official on duty			

Annexure 19 B) Sample B : Data sheet for Ambient Noise Level Monitoring during Diwali Festival and Major Cities.

Location		Date
Instrument Make & Model:		
Sr. No.	Time duration	L _{equivalent} dB(A)
	06.00 hrs. to 07.00 hrs.	
	07.00 hrs. to 08.00 hrs.	
	08.00 hrs. to 09.00 hrs.	
	09.00 hrs. to 10.00 hrs.	
	10.00 hrs. to 11.00 hrs.	
	11.00 hrs. to 12.00 hrs.	
	12.00 hrs. to 13.00 hrs.	
	13.00 hrs. to 14.00 hrs.	
	14.00 hrs. to 15.00 hrs.	
	15.00 hrs. to 16.00 hrs.	
	16.00 hrs. to 17.00 hrs.	
	17.00 hrs. to 18.00 hrs.	
	18.00 hrs. to 19.00 hrs.	
	20.00 hrs. to 21.00 hrs.	
	21.00 hrs. to 22.00 hrs.	
Average L equivalent dB(A) (06.00 hrs. to 22.00 hrs.)		
	22.00 hrs. to 23.00 hrs	
	23.00 hrs. to 24.00 hrs	
	24.00 hrs. to 01.00 hrs	
	01.00 hrs. to 02.00 hrs	
	02.00 hrs. to 03.00 hrs	
	03.00 hrs. to 04.00 hrs	
	04.00 hrs. to 05.00 hrs	
	05.00 hrs. to 06.00 hrs	
Average L equivalent dB(A) (22.00 hrs. to 06.00 hrs.)		

Annexure 19 C) Data sheet for Ambient noise level monitoring during Diwali Festival

(One automatic data logged reading every 1 second)

Graph plotting of each reading/ second and L_{eq} , for 5 minutes, 10 minutes, each 1 hour for day and night

S. No.	Date and time	Readings

Annexure 20 Compliance Certificate

Ambient noise monitoring during Diwali Festival

Name and Place of monitoring:

District name:

Regional office:

S. No.	Criteria	Compliance with Terms and conditions (strike down which is not applicable)	Remarks
1	Make, Model and serial number of Noise level meter used for monitoring		
2	Tripod stand used	Used/ not used	
3	Name of the field assistant		
4	Name of the supervisor		
5	Total time period of monitoring	4 hrs./ 6 hrs./ 8 hrs./ 24 hrs.	
6	Physical observations		

Name and signature of Sub-Regional Officer/ Field Officer:

Signature of Field Assistant/ Operator:

Signature of Supervisor:

Date and Place:

Annexure 21 List of proposed locations

Noise Level Monitoring during Ganesh, Diwali Festivals and other Occasions & Major Cities' noise monitoring.

Annexure 21 A: Ganesh Festival

S. No.	Name of the city	Number of locations to be monitored	Remarks
1	Mumbai	25	1. Locations to be finalized in consultation with the concerned Regional Officers. 2. The monitoring locations may increase or decrease as per actual field requirement / assessment made by the Regional Officers
2	Navi Mumbai	05	
3	Thane	08	
4	Pune	18	
5	Nashik	05	
6	Aurangabad	05	
7	Nagpur	05	
8	Kalyan	03	
9	Amravati	03	
10	Jalgaon	03	
11	Kolhapur	03	
12.	Sangli	03	
13	Mira-Bhayander	03	
14	Vasai-Virar	03	
15	Ulhas nagar	03	
15	Bhiwandi-Nizampur	03	
17	Chandrapur	03	
18	Nanded-Waghela	03	
19	Ahmednagar	03	
20	Dhule	03	
21	Malegaon	03	
22	Pimpri-Chinchwad	03	
23	Parbhani	03	
24	Latur	03	
25	Akola	03	
26	Solapur	04	
27	Panvel	03	
Total No. of stations		132	

Pune Location

S. No.	City	Traffic Junctions (24 hrs.)
1	Pune	Kasturi Circle Chowk Baner
2	Pune	Laxmi Nagar Chowk Baner Balewadi Road
3	Pune	Rishi Chowk Aundh Wakad Road
4	Pune	Savitribai Phule Pune University Road
5	Pune	Shri Chatushrungi Devi Temple Road
6	Pune	Jijamata Chowk
7	Pune	Sant Kabir Chowk, Nana Peth, Ganesh Peth, Pune
8	Pune	Juna Bazar Chowk Pune
9	Pune	Sonya Maruti Chowk, Raviwar Peth
10	Pune	Jhansi Rani Laxmibai Chowk Pune
11	Pune	Tilak Chowk (Alka Talkies) Sadashiv Peth
12	Pune	Pune Municipal Corporation Chowk
13	Pune	Khanduji Baba Pulachi Wadi, Narayan Peth, Pune
14	Pune	Shri Sant Devjibaba Chowk
15	Pune	Jedhe Chowk Swargate, Pune

Pune locations for monitoring daily from 6:00 pm to 12:00 am

S. No.	Area	Address	S. No.	Area	Address
1	Shivajinagar	Tatyaba Sadhujui Gaikwad Road, Near Jaglimaharaj Chowk	101	Marketyard	Homalanagar Mitra Mandal
2	Shivajinagar	Utkarsh Mitra Mandal, Jangali Maharaj Road	102	Camp	MG Road Ganesh Madal
3	Shivajinagar	Narvir Tanajiwadi Mitra Mandal, Near Sakhar Sankul	103	Mundhwa	Jay Ganesh Mitra manadal
4	Shivajinagar	Shivajinagar Railway Station, Tarun Mitra Mandal	104	Shukrwar Peth	Shree shivaji chowk mitra mandal (Shukrawar Peth)
5	Swargate	Balveer Mitra Mandal	105	Kondhwa	Hanuman Azad Tarun mandal (Kondhwa)
6	Swargate	Hanuman Vayam Mandal	106	Kondhwa	Bholenath Tarun Mandal Kondhwa
7	Sahakarnagar	Ashtavinayak Mitra Mandal	107	Kondhwa	Siddhivinayak mitra mandal Kondhwa
8	Swargate	Pandavpratap Mitra Mandal	108	Wanwadi	Shree shiv samarth mitra mandal (Wanwadi)
9	Swargate	Sarwajanik Ganesh Utsav Mandal	109	Wanwadi	Gurudev Dutta mitral mandal (Wanwadi)
10	Sahakarnagar	Shri Krushna Mitra Mandal	110	Wanwadi	More mitra mandal (Wanwadi)
11	Marketyard	Shree Chhatrapati Gultekdi	111	Wanwadi	Shantinagar Sarvajanik mitra mandal (Wanwadi)
12	Sahakarnagar	Akhil Yashwantrao Chavan Nagar Mitra Mandal	112	Wanwadi	Jai Hind Tarun Mandal (Wanwadi)
13	Kothrud	Akhil Hanuman Mitra Mandal Kothrud	113	Wanwadi	Shreemant Mahadji shinde mitra mandal (Wanweadi)
14	Bibvewadi	Shree Ganesh Mitra Mandal	114	Shukrwar Peth	Junya Jaicha ganpati (Shukrawar peth)

S. No.	Area	Address	S. No.	Area	Address
15	Balajinagar	Shivpratap Mitra Mandal	115	Shukrwar Peth	Jan jagruti mitra mandal (Shukrawar peth)
16	Sahakarnagar	Krantiveer Chandrashekar Azad Mitra Mandal	116	Shukrwar Peth	Akara Maruti kopra mitra mandal (Shukrawar peth)
17	Bundgarden	Bund Garden Mitra Mandal	117	Shukrwar Peth	Seva Mitra mantral (Shukrawar peth)
18	Bibvewadi	Akhil Bibawewadigaon and Parisar Mitra Mandal	118	Sahakarnagar	Avaneshwar mitra mandal
19	Balajinagar	Akhil Punyainagar Mitra Mandal	119	Shukrwar Peth	Sarvajanik chinchech talim ganpati (Shukrawar peth)
20	Kasbapeth	Janardan Pavale Sangha	120	Balajinagar	Ranapratap Mitra Mandal
21	Uttamnagar	Jaihind Mitra Mandal Uttam Nagar	121	Bibvewadi	Azad Mitra Mandal (Bibvewadi)
22	Kothrud	Kothrud Raja Mitra Mandal, Kothrud	122	Bibvewadi	Ranveer mitra mandal (Bibvewadi)
23	Vishrantwadi	Samrat Mitra Mandal, Ekta Nagar	123	Bibvewadi	Shivanjalee mitra mandal (Bibvewadi)
24	FC Road	Sant Tukaram Paduka Maharaj Mandal, FC Road	124	Warje	Shree krishna mitra mandal (Warje)
25	Sinhgadroad	Shree Ram Bal Mitra Mandal	125	Sahakarnagar	Mahatma Gandhi Tarun Mandal Trust
26	Sinhgadroad	Akhil Kudale Bag Ganesh Mitra Mandal	126	Shivajinagar	Shri Chatrapati Shivaji Maharaj Putala Tarun Mandal
27	Koregaon Park	Navtarun Mitra Mandal	127	Sinhgadroad	Navasya Maruti mandal (Sinhghad Road)
28	Khadki	Vikas Mitra Mandal	128	Sahakarnagar	Suvarnashani Ganesh Mitra mandal
29	Kothrud	Sangam Mitra Mandal	129	Shivajinagar	Munjoba Tarun Mandal Trust
30	Vimannagar	Maruti Mitra Mandal Viman Nager	130	Hadapsar	Navrang Mitra Mandal (Hadapsar)
31	Vimannagar	Vimantal Police Station	131	Hadapsar	Kamdheni Mitra Mandal Trust (Hadapsar)
32	Kasbapeth	Bharatmata Mitara Mandal	132	Swargate	Vighnaharta Mitra Mandal
33	Balajinagar	Shri Sadguru Maharaj Seva Mandal Balaji Nager	133	Swargate	Ghorpade Path Road Ganesh Mandal
34	Shivajinagar	K.B Joshi Path Ganesh Mandal	134	Hadapsar	Bholenath Mitra Mandal (hadapsar)
35	Kothrud	Samasta Gavkari Mandal	135	Chandannagar	Rashtra Jyoti Mitra Mandal
36	Sahakarnagar	Sanjivani Mitra Mandal	136	Shaniwar Wada	Shivaji Sangh Mandal (Shanivar Wada)
37	Kasbapeth	Shree Kasaba Ganapati Sarvajani Utsav Mandir	137	Shaniwar Wada	Shanivar Veer Marathi sarvajani Ganeshostv Mandal
38	Uttamnagar	Uttamnagar Kohinoor Mitra Mandal	138	Nana peth	Shree Kalbhairanath Mitra Mandal (Nana Peth)
39	Khadki	Sangam Mitra Madal, Khadki	139	Nana peth	Shree Shivaji Mandal

S. No.	Area	Address	S. No.	Area	Address
40	Vishrantwadi	Navjivan Mitra Mandal	140	Kothrud	Akhil Bhelakenagar and Sanyukt bhelakenagar Mitra Mandal
41	Yerandawane	Bal Tarun Mandal Alankar Police Station	141	Kondhwa	Bhaivnath Talim Tarun Mandal (Kondhwa)
42	Shanipar	Shanipar Mandal trust	142	Kondhwa	Dharamveer Sambhuraje Mitra Mandal (Kondhwa)
43	Kothrud	Maratha Mitra mandal	143	Kondhwa	Saigan Mitra Mandal (Kondhwa)
44	Chandannagar	Omkar Mitra Mandal	144	Kondhwa	Sahakar Mitra Mandal Trust (Kondhwa)
45	Koregaon Park	Swatajya Mitra Mandal	145	Kondhwa	Shivraj Tarun Mandal (Kondhwa)
46	Bibvewadi	Akhil Indiranagar Mitra Mandal Bibawewadi	146	Mundhwa	Kawade Road Raja Pune
47	Katraj	Vighnaharta Mitra Madal Katraj	147	Camp	Kamathipura saarvajanik Ganesh usttav Mandal trust Manacha Ganpati
48	Shaniwar Wada	Shaniwarwada pune	148	Guruwar Peth	Shree Mangal Club Mitra Mandal
49	Kothrud	Swami Vivekanand Mitra Mandal	149	Narayan Peth	Munjobacha Bole Tarun Mandal
50	Yerwada	Sai Sidhi Mitra Mandal	150	Bhawani Peth	Jai Malhar Tarun Mandal
51	Chandannagar	Sarvodaya Mitra Mandal	151	Shivajinagar	Corporation road Ganesh Mandal
52	Chandannagar	Shiv Ganesh Mitra Mandal	152	Yerandawane	Lokmanya Mitra Mandal (Alankar)
53	Uttamnagar	Jai Hanuman Tarun Mandal	153	Viman Nagar	CCT Chouk Mitra Mandal
54	Uttamnagar	Shivane Utam Nagar Chowk Near Rudra Pure Veg	154	Uttamnagar	Ganesh Mitra Mandal Uttam Nagar
55	Balajinagar	Ankush Mitra Mandal	155	Swargate	Shreemant suvarn Bharat Mitra Mandal
56	Dhankwadi	Akhil Chaitanya Nagar Mitra Mandal	156	Kothrud	DP Roadcha Raja Mitra Mandal
57	Katraj	Gaothan Mitra Mandal Katraj	157	Warje	Azad Mitra Mandal (Waraje)
58	Swargate	Maharanapratap road near laxmi Saw Mill	158	Warje	Akhil NPA Road Mitra Mandal (Waraje)
59	FC Road	Sanyukt Mitra Mandal	159	Sahakarnagar	Achanak Mitra Mandal
60	Yerwada	Navkrantikarak Trun Mitra Mandal	160	Bhawani Peth	Nav Kiran Tarun Mandal
61	Yerwada	Azad Tarun Mitra Mandal	161	Camp	Swarajya Mitra Mandal (Camp)
62	Swargate	Shrimant jai bhavani Mitra Mandal Swargate	162	Camp	Shree Krishna Tarun Mandal (Camp)
63	Swargate	Jai Hanuman Mitra Mandal	163	Camp	Navchaytna Mandal (Camp)
64	Mundhwa	Hindu Tarun Mandal Bhoiaali	164	Koregaon Park	Shahid Bhagat Singh Mitra Mandal
65	Guruwar Peth	Shree Aapla Maruti Mitra Mandal	165	Koregaon Park	Pujya Kasturba Gandhi Vidyalay

S. No.	Area	Address	S. No.	Area	Address
66	Katraj	Divyashakti Mitra mandal Katraj	166	Koregaon Park	Mitra Sahakar Tarun Mandal
67	Khadki	Khadki Cha Raja Mitra Mandal,Khadki	167	Warje	Shahid Bhagat Singh Tarun Mandal Waraje
68	Shukrwar Peth	Shreenath Ganesh Mandal	168	Warje	Pavasha Ganapati Waraje
69	Yerandawane	Yerndawane - Raaj Bag Tarun Mitra Mandal Alakar	169	Warje	Jai Hind Tarun Mandal Waraje
70	Chandannagar	Shiv Pratap Mitra Mandal	170	Sinhgadroad	Varkari Seva Pratishthan (Sinhgad Road)
71	Chandannagar	Near Police Station	171	Sinhgadroad	Akhil Dandekar Pull Mitra Mandal (Sinhgad Road)
72	Kasbapeth	Nana Houd Tarun Mandal	172	Sinhgadroad	Shiv Pratap Mitra Mandal (Sinhgad Road)
73	Dhankwadi	Akhil Tanaji Nagar Survarnayas Mitra Mandal Dhankwadi	173	Sinhgadroad	Sairaj Pratishthan (Sinhgad Road)
74	Balajinagar	Raj Vihar Mitra Mandal Balaj Nagar	174	Dattawadi	Vijayi Chaitanya Mitra Mandal Dattawadi
75	Katraj	Ekta Mitra Mandal Katraj	175	Dattawadi	Lines Club Mitra Mandal Dattawadi
76	Khadki	Bal Mitra Mandal	176	FC Road	Shree Gurudatt Seva Mandal
77	Balajinagar	Shri Balaji Mitra Mandal	177	FC Road	Sant Dyaneshwar Sarvajani Mandal
78	Narayan Peth	Narayan Peth- Kesari Wada Ganpati	178	Khadki	The National Club Hanuman Mahal Khadaki Mitra Mandal
79	Narayan Peth	Narayan Peth- Mati Ganpati	179	Hadapsar	Somnath Tarun Mandal
80	Yerwada	Darshak Tarun Mandal	180	Marketyard	Shri Ganesh Taun Mandal
81	Bundgarden	Bund garden-Tarun Mitra mandal	181	Hadapsar	Pandit Jwahr Lal Neharu vayapari Mandal Hadapsad
82	Marketyard	Chatrapati Shivaji Mandal	182	Mundhwa	Akhil Ganesh Baug Mitra Mandal Mundhwa
83	Shivajinagar	Balgandhwarv	183	Kondhwa	Navshkti Tarun Mandal
84	Budhwar Peth	Shrmant Dagdusheth Halwai Sarvjanik Ganpati Trust	184	Hirabaug	Kranveer Mitra Mandal
85	Mandai	Babu Genu Mandal	185	Hirabaug	Hirabaoug Mitra Mandal Hirabaug Chouk
86	Mandai	Akhil Mandai Mandal Mandai	186	Bajirao Raod	Shri Bhikadas Maruti Mitra Mandal Bajirao Road Pune
87	Shukrwar Peth	Hanuman Vyayam Mandal (Shukrwar Peth)	187	Bajirao Raod	Natubaoug Mandal Trust Bajirao Road Pune
88	Sadashiv Peth	Digvijay Mitra Mandal (Sadashiv Peth)	188	Vishrambaug Wada	Nagarkar Talim Mandal Vishrambaoug Wada Pune
89	Nagnath Par	Nagnath Par Sarvjanik Ganpati mandal (Nagnath Par)	189	Shaniwar Peth	Nutan Mitra Mandal Shaniwar Peth Pune
90	Sadashiv Peth	Anant Mitra Mandal (Sadashiv Peth)	190	Shaniwar Peth	Tambdi Jogeshwari Sarvjanik Ganesh Utsav

S. No.	Area	Address	S. No.	Area	Address
91	Narayan Peth	Vishvjot Mitra Mandal (Narayan Peth)	191	Shaniwar Peth	Bal Vikash Mandal Shaniwar Peth
92	Sadashiv Peth	Akhil Navi Peth Hatti Ganpatoi mandal (Sadashiv Peth)	192	Shivajinagar	Kanifnath Mitra Mandal
93	Sadashiv Peth	Perugate Polie chowki Mitra Mandal (Sasashiv Peth)	193	Budhwar Peth	Shreemant Bhausaheb Ranvagini Trust Budhwar Peth
94	Sadashiv Peth	Azad Mitra Mandal (Sadashiv Peth)	194	Sadashiv Peth	Nimbalkar Talim Mandal Sadashiv Peth Pune
95	Dattawadi	Jai Datta Grup Mitra Mandal (Dattawadi)	195	Sadashiv Peth	Poona Hospital Sadashiv Peth Pune
96	Narayan Peth	Manikprabhu Mitra Mandal Trust	196	FC Road	Sudrshan Mitra Mandal
97	Vishrantwadi	New Bharat Tarun Mitra Mandal	197	Yerwada	Yerwada Police Station
98	Dattawadi	New Amar Mitra Mandal (Dattawadi)	198	Balajinagar	Shri Suvrnyug Tarun Mandal
99	Sahakarnagar	Shree Ransangram Mitra Mandal	199	Shivajinagar	Akhil Chatrapati Sambhajinagar Ganesh Utsav Mandal
100	Swargate	Shantinagar Sarvajanik Mandal	200	Shaniwar Peth	Kadabe Aali Talim Mandal Pune

Annexure 21 B: Diwali Festival

NAME OF THE WORK: Noise Level Monitoring during Diwali Festivals

S. No.	Name of the city	Number of locations to be monitored	Remarks
1	Mumbai-Southern	15	1. Locations to be finalized in Consultation with concerned Regional Officers.
	Mumbai-Western Suburbs	15	
	Mumbai-Eastern Suburbs	15	
2	Navi Mumbai	09	2. The monitoring locations may increase or decrease as per actual field requirement assessment made by Regional Officers
3	Thane	05	
4	Pune	15	
5	Nashik	05	
6	Aurangabad	05	
7	Nagpur	10	
8	Kalyan	03	
9	Amravati	03	
10	Jalgaon	03	
11	Kolhapur	07	
12	Sangli	03	
13	Mira-Bhayander	03	
14	Vasai-Virar	03	
15	Ulhas nagar	03	
15	Bhiwandi-Nizampur	03	
17	Chandrapur	03	
18	Nanded-Waghela	03	
19	Ahmednagar	03	
20	Dhule	03	

S. No.	Name of the city	Number of locations to be monitored	Remarks
21	Malegaon	03	
22	Pimpri-Chinchwad	03	
23	Parbhani	03	
24	Latur	03	
25	Akola	03	
26	Solapur	03	
27	Panvel	03	
	Total No. of stations	158	

Annexure 21 C: Major cities Noise Monitoring

NAME OF THE WORK: Noise Level Monitoring of Major cities' noise.

S. No.	Name of the city	Number of locations to be monitored	Remarks
1	Mumbai	15	1. Locations to be finalized in Consultation with concerned Regional Officers. 2. The monitoring locations may increase or decrease as per actual field requirement assessment made by Regional Officers
2	Navi Mumbai	03	
3	Thane	05	
4	Pune	05	
5	Nashik	05	
6	Aurangabad	05	
7	Nagpur	05	
8	Kalyan	03	
9	Amravati	03	
10	Jalgaon	03	
11	Kolhapur	04	
12.	Sangli	03	
13	Mira-Bhayander	03	
14	Vasai-Virar	03	
15	Ulhasnagar	03	
15	Bhiwandi-Nizampur	03	
17	Chandrapur	03	
18	Nanded-Waghela	03	
19	Ahmednagar	03	
20	Dhule	03	
21	Malegaon	03	
22	Pimpri-Chinchwad	03	
23	Parbhani	03	
24	Latur	03	
25	Akola	03	
26	Solapur	03	
27	Panvel	03	
	Total No. of stations	104	

Annexure 22 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy **(editable excel format) and hard copy**) as mentioned in section "Notice for Request for Proposal".

Sub: Request for Proposal for Selection of Agency for Ambient Noise Level Monitoring during Ganesh, Diwali Festivals & Other Occasions and Major Cities' Noise Monitoring In Maharashtra

Ref: RFP Ref. No. MPCB/JD(APC)/Noise/2025-26

Bidder's Request for Clarification			
Name and complete official address of Organization submitting query / request for clarification		Telephone, Fax, and E-mail of the organization Tel: Email:	
Sr. No.	Clause & Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1			
2			

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

SECTION 8: CHECKLISTS

8.1 Checklist for documents to be included in Pre-qualification Proposal

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Documents submitted (Yes/NO)	Page. No.
PQ 1	Legal Entity: The bidder should be: <ul style="list-style-type: none"> a Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	<ul style="list-style-type: none"> Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firm's Particulars For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. Copy of valid PAN Card Copy of valid GST Certificate with GST Number Copy of Power of Attorney signed by legally authorized signatories as per Annexure 3 Power of Attorney along with Board Resolution Details of directors / partners and shareholders as per Annexure 4 Declaration of Directors / Partners and Shareholding Pattern along with MCA master data of company as well as directors. Signed Annexure 5 Undertaking for Not Tendering Under Different Names Any other supporting document, as may be required 		
PQ 2	Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 150 Lakhs.	Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY2021-22, FY 2022-23, and FY2023-24) Note: Audited financial statement should match with certificate of chartered accountant with clearly readable UDIN. Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder.		
PQ 3	Net-worth Criteria: The bidder should have a positive net worth for each of the last three audited financial years.	Duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant.		

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Documents submitted (Yes/NO)	Page. No.
	FY2021-22, FY 2022-23, and FY2023-24 [Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]	Net worth Certificate duly certified by Statutory Auditor having clearly readable UDIN. Certificate from Statutory Auditor as per Annexure 6 Financial Declaration of Bidder.		
PQ 4	Project Experience: The Bidder must have experience in "similar works"* during last Five (05) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" * having Minimum Project Value at least INR 30 Lakhs. OR Two (02) projects with "Similar works"* each having Minimum Project Value of at least INR 20 Lakhs. OR Three (03) projects with "Similar works"* each having Minimum Project Value of at least INR 15 Lakhs. "Similar works"*: The bidders should have project experience of ambient noise / noise level monitoring, analysis and report submission for any Central/State Govt./ Union territory or State Govt. Undertaking / PSUs / ULBs in India.	a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice. OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project mentioned under Project Experience. c) Project citation as per format in Annexure 7 Project Citation (PQ & TQ). d) Self-Declaration as per Annexure 8 Format for Self-Declaration.		
PQ 5	Ownership of Noise Monitoring Equipment: The bidder should own minimum 200 Nos. of Type I/ Type II Noise Monitoring equipment with calibration certificate not earlier than 30 th April 2025.	Self-certified list of equipment as per Annexure 9 Declaration regarding List of Equipment with copies of Purchase invoices and calibration certificates.		
PQ 6	Certification: The bidder should have a	Copy of valid Certificate as of the date of bid submission.		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Documents submitted (Yes/NO)	Page. No.
	valid ISO 14001: 2015 or latest Certificate as on last date of submission.			
PQ 7	NABL accreditation Laboratory: The bidder should have a NABL accredited laboratory as on last date of submission.	Copy of valid Certificate as of the date of bid submission.		
PQ 8	Manpower strength: The Bidder should have at least Ten (10) Technical resources of Team Leader / Supervisor (as defined in the scope) grade on bidder's payroll as on date of bid submission.	Self-declared as per Annexure 10 Declaration from HR department of the Bidder as on the date of bid submission. The bidder shall also submit CV in the Format mentioned in Annexure 11 CV Format .		
PQ 9	Office in Maharashtra: The bidder shall have a functioning support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.	Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (06) months from the Bid Due date) in the name of the bidder. In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 12 Undertaking for Office in Maharashtra .		
PQ10	Blacklisting criteria: The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR , as on date of bid submission.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in Annexure 13 Declaration by the Bidder for not being Blacklisted / Debarred .		

8.2 Checklist for other documents to be included in Proposal

S. No.	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
1	Annexure 1 Pre-Qualification Cover Letter		
2	Annexure 14 Financial Proposal Cover Letter		

-----End of Document-----