



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposals by MPCB

for

**Selection of an Agency for Supply of Four (04) Nos. of
Fogger Misting Machines with warranty at Chandrapur,
Maharashtra**

RFP Reference No: MPCB/2024-25/240125-FTS-0029

Date of Issue: 07/01/2025

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

ISSUED BY:

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DISCLAIMER

This Request for Proposal (RFP) by MPCB for “Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur” in Maharashtra (hereinafter referred to as “Project”).

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.

MPCB shall be the sole and final authority with respect to qualifying 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 Successful Bidder 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
BS VI	Bharat Stage VI
CNG	Compressed Natural Gas
dB	Decibel
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GOM	Government of Maharashtra
GST	Goods and Services Tax
GVW	Gross Vehicle Weight
HP	Horsepower
IS	Indian Standard
KL	Kiloliter
KPI	Key Performance Indicator
LPM	Liters per minute
Min.	Minimum
mm	Millimeter
MOC	Material of construction
MPCB	Maharashtra Pollution Control Board
MS	Mild Steel
NDA	Non-Disclosure Agreement
NRD	Noise-Resistant Distillation
PAG	Polyalkylene glycols
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PPG	Polypropylene
PSU	Public Sector Undertaking
PTO	Power Take-off
RFP	Request for Proposal
RGPPS	Reverse Gear PTO Protection System
RTO	Regional Transport office
SLA	Service Level Agreement
SS	Stainless Steel
SSP	Selected Service Provider
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
TPD	Tons Per Day

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	Business Organization/Firm who shall supply machines and services 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).
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval, or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
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
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.
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 REFP.

Term	Definition
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.
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works / Delivery of Machinery through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Financial Year	Shall mean a Financial Year period starting from 01 st April and ending on 31 st March of the respective year
Letter of Acknowledgement	This refers to acknowledgement provided by the Successful Bidder in lieu of acceptance of Work Order given by MPCB.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement
Project	Project shall mean supply of Fogger Misting Machines at Chandrapur, Maharashtra along with one (01) year warranty
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	Value (Exclusive of all taxes, levies, and duties) finally agreed between MPCB and the Successful Bidder for the delivery of machines and Services mentioned in the RFP, which will be the maximum value payable to the Successful Bidder for this Project.
Work Order	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Service Provider for implementation of the Project

NOTICE INVITING TENDER (NIT)

RFP Ref. No: MPCB/2024-25/240125-FTS-0029

Date: 07th January 2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra**. MPCB intends to solicit technical (including qualification) 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.

The summary of details with regard to this invitation of bids and Tender Schedule are listed in the table below:

S. No.	Items	Description
1.	RFP Reference No.	MPCB/2024-25/240125-FTS-0029
2.	Name of the Project	Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra
3.	Tender Publish	07/01/2025 11.00 IST
4.	RFP Document Download Start / End Date & Time	Start Date: 07/01/2025 11.05 IST End Date: 21/01/2025 17:00 IST Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
5.	Last date of submission of Pre- Bid Queries	12/01/2025 17.00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 13/01/2025 15:00 IST Pre-Bid meeting to be attended physically as well as virtually. Virtually through MS Teams, details shall be shared later stage
7.	Last date of Bid Submission	21/01/2025 17:00 IST
8.	Pre-qualification & Technical Bid Opening	22/01/2025 17:30 IST
9.	Financial Bid Opening	Will be declared after Pre-qualification scrutiny.
10.	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 17 Format of sending pre-bid queries The Pre-Bid queries to be sent to the Email Id: mailto:jdair@mpcb.gov.in

S. No.	Items	Description
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.	INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only	INR 9,00,000/- (INR Nine Lakhs only)
14.	Security Deposit / Performance Bank Guarantee (PBG)	10% of the contract value valid up to Three (3) months post end of contract. PBG should be only from Nationalized / Scheduled Commercial banks.
15.	Signing of Contract	Within Thirty (30) days after 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	One Hundred and Eighty (180) days from the date of opening of Pre-qualification bid. May be extended as per MPCB's instructions.
17.	Contract Period	One (01) year and Three (03) Months from the date of signing of the agreement/contract. In case required, the contract may be extended as intimated by MPCB.
18.	Method of Selection	Least Cost Based Selection (L1 Basis)
19.	Contact Details The Member Secretary, 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 Website: https://MPCB.maharashtra.gov.in/	

Important Instructions:

1. For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in>
2. Cost of tender form of INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited in to MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
3. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.
4. 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 through e-Tendering Online Payment Gateway mode only.
5. 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.
6. Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in> for further details about the e-tendering process.
7. 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, conditions.
8. Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of qualification/technical bid submission.
9. 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
10. Bidders should submit the documents related to tender online. The bidders must pay the EMD online in advance before the last day of bid submission as mentioned under clause "NOTICE INVITING TENDER".
11. 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>.
12. Detailed timetable for the various activities to be performed in e-tendering process by the renderer 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.
13. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MPCB and the Bidder. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
14. 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.
15. 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.
16. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
17. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

SECTION 1: LETTER OF INVITATION

1.1 Background

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document as **“Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra ”** detailed in this RFP document.

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 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed there under like, Biomedical Waste (M&H) Rules, 1998, Hazardous Waste (M&H) Rules, 2000, Municipal Solid Waste Rules, 2000 etc. MPCB is functioning under the administrative control of Environment Department, Government of Maharashtra.

Some of the important functions of MPCB are:

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

1.2 Purpose

The Department seeks the services of a reputed, well established and financially sound agency for **Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra.** This initiative aligns with the Board's commitment to ecosystem preservation.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium and Sub-contract

Consortium and joint venture is not allowed within the scope of this RFP. Sub-contracting also 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, as mutually agreed 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:

1. 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
2. The Bidder, or its Associate (or any constituent thereof) and any other Bidder, or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
3. a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
4. such Bidder, or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or its Associate thereof; or
5. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
6. such Bidder, or any Associate thereof, has a relationship with another 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
7. such Bidder, 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

8. 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.

9. 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 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 17 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 Bid

MPCB reserves the right to accept or reject any Bid, and to annul 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 TENDER(NIT)” 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 EMD 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.
 - 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 Qualifying Technical and Financial proposals, payment of Tender Fee and EMD, 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 EMD 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 Proposal. Proposal shall be submitted on official letter head of company. All pages of the Proposal and its annexures, etc. shall be signed and stamped by the person or persons signing the proposal.
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 Proposal. In the case of the Board resolution authorizing a person as the person responsible for the Proposal, the Board resolution shall be submitted.

2.12 Language of Proposal

This proposal 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 Proposal, 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 Proposal Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Proposal 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 and 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 a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax, RTO registration charges and other charges as may be applicable in relation to the activities proposed to be carried out. These shall cover Road tax, RTO registration cost, manpower remuneration their statutory contributions, travel, lodging and boarding cost, cost of training of the staff deployed for operations of the vehicles, printing of instruction manual etc. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance, levies, and other impositions applicable under the prevailing law except GST.
 - 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	<p>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.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Pre-Qualification Proposal Pre-Qualification documents along with Project citation Bidder and Bidding Firm Details
	Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Stage 2	Financial Proposal	<p>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.</p> <p>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.</p>

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

- 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.
- 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.
- MPCB may seek clarifications from the Bidder on the Qualifying Technical proposal. Any of the clarifications by the Bidder on the Qualifying Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Qualifying technical proposal and should incorporate all the clarifications provided by the Bidder on the Qualifying Technical proposal during the evaluation of the Qualifying technical offer.

4. Financial Proposal shall not contain any technical information. Similarly, Qualifying 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 valid 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**, Pre-Qualification & Technical 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 & Technical Proposal) 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. 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.
6. 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.
7. 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 and Conditions of the RFP / Contract shall constitute enough grounds for the annulment of the award and forfeiture of security deposit, 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 with MPCB as per **Annexure 14 Non-Disclosure Agreement**.

2.24 Performance Bank Guarantee (Security Deposit)

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 / Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Scheduled Commercial Bank, of stated value and valid for Three (3) months post end of the contract.
 - 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. The Performance Bank Guarantee should be furnished within Fifteen (15) Working Days from the date of issue of Work Order to the successful bidder.
 - 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.

2.25 Bid Prices

The bidder has to quote for “Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra ” in the format given for financial bid. Validity of Bid shall be of 180 days (One Hundred and Eighty Days) from date of opening of Technical / Stage 1 bids.

2.26 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.27 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.

2.28 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.

2.29 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 Bid is received in incomplete form.
- 4 Bid is received after due date and time.
- 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 RFP document.
- 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 Bidder enclosing Financial Bid in Technical Bid.
- 13 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.
- 14 The Successful Bidder has given the letter of acceptance of the contract with his conditions.
- 15 Non - fulfilling of any condition / term by bidder.
- 16 A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

2.30 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 other 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 point number 1 above have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and tender deposit 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 for cancellation at any time during its currency in addition to penal action against the Successful Bidder as well as related firms / establishments.

2.31 Miscellaneous Provisions

1. A Bidder or their Associate should, in the last 03 (three) 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, 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.
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 'arable 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 AND TECHNICAL EVALUATION

3.1 Pre-Qualification Criteria

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ1	<p>Legal Entity: 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 Firms 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 8 Power of Attorney along with Board Resolution
PQ2	<p>Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 1.30 Cr. (One Crore and Thirty Lakhs)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Chartered Accountant for the preceding Three years [FY2021-22, FY2022-23, FY2023-24] Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 4 Financial Declaration of Bidder.</p>
PQ3	<p>Net-worth Criteria: The bidder should have a positive net worth for each of the last three audited financial years. [FY2021-22, FY2022-23, FY2023-24] <u>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</u></p>	<ol style="list-style-type: none"> 1. Duly filled Format for Financial years 2021-2022, 2022-2023 & 2023-2024 to be submitted on the letterhead of the Chartered Accountant 2. Net worth Certificate duly certified by Chartered Accountant Certificate from Statutory Auditor as per Annexure 4 Financial Declaration of Bidder.

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ4	<p>Project Experience: The Bidder must have experience in Supplying fogger / mist machines to any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private organization in India as on date of submission of bid per following details in last Seven years (7) of value specified herein as on Bid submission due date:</p> <ul style="list-style-type: none"> ▪ One “Similar project*” not less than INR 2.5 Cr. (Two Crore and Fifty Lakhs only) OR ▪ Two “Similar project*” each not less than INR 1.25 Cr. (One Crore and Twenty-Five Lakhs only) OR ▪ Three “Similar project*” each not less than INR 1.0 Cr. (One Crore only) 	<p>a) Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work and status. c) Project citation as per format in Annexure 3 Project Citation d) Annexure 5 Format for Self-Declaration</p>
PQ5	<p>Certification: OEM / authorized bidder of OEM should have valid ISO 9001:2015 or latest certification valid as on Bid submission Due date</p>	<p>Copy of valid Certificate as of the date of bid submission.</p>
PQ6	<p>After Sales Support Capability: The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (6) months /Registration Certificate / GST Certificate 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 Annexure 6 Undertaking for After Sales Support Office in Maharashtra.</p>
PQ7	<p>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 in last Three (3) years for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided as per format in Annexure 7 Declaration by the Bidder for not being Blacklisted /Debarred.</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	specified in Rule 151 of GFR , as on date of bid submission.	
PQ8	MAF: A Manufacturer of the machine / OEM/ Authorized Dealer of OEM can bid for this RFP. The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.	For Manufacturer & Authorised Dealer: Self Declaration Attachment MAF for Original Equipment Manufacturer as Annexure 9 MAF Manufacturer's Authorization form and Annexure 10 Manufacturer's Declaration (about 100% compliance to Minimum Technical Specifications
PQ9	Minimum technical specification requirements: The bidder must meet the minimum technical specifications mentioned in the Bid document for the machines and other equipment's along with 1 year warranty.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 11 Compliance with technical specifications along with other supporting documents like brochures.

3.2 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as "**TEC**") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in **Sections 3.1** of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the financial proposal.
3. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
4. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
5. The financial proposals of the qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules and specified in this RFP.
7. The Bidders are required to quote their fee as per the commercial bid format.
8. TEC may seek inputs from their professional, external experts in the Bid evaluation process.

3.3 Financial Evaluation

1. The Financial bid of only those bidders who are qualifying in pre-qualification evaluation criteria as mentioned in **Section 3.1** above shall be opened.
2. The bidders will be ranked based on their bids as per Financial Format.
3. 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.

4. Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) i.e., whose overall total cost is the least shall be taken forward for negotiation. Post negotiation, the L1 bidder shall be referred as 'Successful Bidder'.
5. MPCB reserves the right to confirm the preferred bidders as successful bidders subject to negotiations and approval of competent authority.

3.4 Issuance of Work Order

1. After selection, a work order ("Work Order") will be issued, in duplicate, by MPCB to the Successful Bidder(s). The Work Order will be handed to the Successful Bidder(s) 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 (s) shall, within Seven (07) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof i.e. Letter of Acknowledgement "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 Work Order, and the next eligible Bidder may be considered.
2. After Work Order, security deposit to be submitted by the successful Bidder within the stipulated time mentioned in Work order failing to do so MPCB may take necessary actions.
3. After issuance of Work Order, the Successful Bidder shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within Fifteen (15) days.
4. Failing to submit the PBG within stated time will either attract penalty of INR 5000 per day up to One (1) week which will be deducted from any future successful Work Order, or the Work Order
5. 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 may be cancelled and awarded to the other eligible agency who participated in the bid.

3.5 Award of Contract

1. Post the evaluation process indicated in Section above, MPCB shall award the Contract to the Successful Bidder as defined in this Bid document.
2. In case MPCB is not satisfied with the performance of the Successful Bidder, MPCB reserves the right to terminate the contract with such Successful Bidder.

3.6 Signing of Contract Agreement

1. The Successful Bidder shall enter into contract agreement with MPCB within Thirty (30) days after Work Order issued to the Successful Bidder by MPCB.
2. If signed contract documents are not received by MPCB within time Thirty (30) days or with extension granted), shall not be accepted.

3. Further, INR 2000 penalty will be levied per day if the contract is not signed within abovementioned time period.
4. Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

SECTION 4: SCOPE OF WORK

Maharashtra Pollution Control Board (MPCB) recognizes the critical need for Fogger Misting Machines with warranty at Chandrapur Municipal Corporation to combat air pollution and enhance local environmental quality. This initiative aligns with the Board's commitment to ecosystem preservation and air quality improvement. To undertake this activity, the Corporation needs machinery and equipment's required for Fogger Misting Machines which includes machine and tank Set-up. In this regard MPCB seek to procure the Fogger Misting Machines from reputed manufacturers/ dealers/ OEM as per the specification mentioned below:

4.1 Specifications of the Fogger machines

S. No.	Description	Specifications
1	VEHICLE DETAILS:	
a.	Vehicle type	Chassis with Cabin
b.	Emission:	BS VI
c.	GVW:	18,500 Kg. (Min.)
d.	Wheelbase:	4,900 mm (Min.)
e.	Fuel Type:	CNG
f.	Turning Radius:	17,500 mm
g.	Ground Clearance:	246 mm
h.	Engine Power:	120 HP (Min.)
i.	6-Wheeler Truck Chassis of MAKE:	TATA/ ASHOK LEYLAND/ Similar Make
2	DRIVE	
a.	Driving System:	Hydraulic through truck engine (No External Power Source Allowed.)
b.	PTO	200 Nm or above
c.	Hydraulic Pump Type	Piston Type Pump
d.	System design	System should be designed in such a way that the complete system should be running by single hydraulic pump and single control unit from operator's cabin.
3	WATER TANK TO BE FIRMLY INSTALLED ON THE CHASSIS	
a.	Tank Shape:	Elliptical
b.	Water Tank Capacity:	9000 Liters/9 KL
c.	MOC:	Hot Rolled Mild Steel
d.	Grade:	IS 2062
e.	Tank Sheet Thickness	4 mm
f.	Tank Mounting	Subframe with U clamp
g.	Water tank shall have compartment	3 nos.

S. No.	Description	Specifications
h.	Manhole	3 nos. (500 mm)
i.	Cat walks & landing platform will be provided on top of water tank.	Required
j.	Ladder access	Required
k.	Inside & Outside Painting:	Anti-corrosive Enamel Paint.
l.	Water level indicator with Drain System.	1 no.
4	MIST CANNON:	
a.	Throw range:	40-50 meters along the wind direction.
b.	Automatic Horizontal Oscillation:	0 - 180 Degrees (Control from driver's cabin.)
c.	Horizontal Oscillation Drive:	Complete Enclosed and Self-Supporting Drive with Hydraulic Motor
d.	Vertical Tilt (Manual):	0 to 40 Degrees.
e.	Mist droplet size:	10 to 50 microns.
f.	Blower drive:	Hydraulic
g.	Blower motor type:	Piston motor
h.	Blower fan MOC	PPG /PAG
i.	Blower fan speed:	2900 RPM
j.	Blower fan coupling:	Direct Mechanical coupled (No Belt Drive)
k.	Blower Dia:	700 mm
l.	Water Pump Type for Mist Cannon:	Positive Displacement Pump
m.	Mist Cannon Pump Discharge:	120 LPM (min.)
n.	Mist Cannon Pump Drive:	Hydraulic
o.	MOC of Nozzles:	Stainless steel
p.	Type of Nozzles:	Full Cone Amist
q.	Number of nozzles:	20 – 25 nos.
r.	Nozzle Grade:	SS 316
s.	Barrel Protection:	Mesh Cover
t.	Online water filter:	MOC Stainless Steel
u.	Noise emission Level (Max 85 dB within 5 meters.):	NRD Technology for noise reduction (Less than 85 dB within 5 meters)
v.	Painting of barrel:	Superior quality Powder coated
w.	All operation controls:	From driver's cabin
5	SPRINKLER DETAILS:	
a.	Pump Type:	Centrifugal Type Pump
b.	Pump Drive:	Hydraulic
c.	Pump Discharge:	400 LPM

S. No.	Description	Specifications
d.	Pump Pressure:	8-10 Bar
	5.1 FRONT SPRINKLER DETAILS:	
a.	Header outer Diameter:	100 MM
b.	Nozzle Type:	Flat Jet Amist
c.	Header Material:	MS, IS 2062
d.	Nozzle Size/Qty:	25 mm / 04 nos.
e.	Nozzle Material:	Stainless Steel (SS316)
f.	Painting of header	Superior Quality Powder Coated
	5.2 REAR SPRINKLER DETAILS:	
a.	Header outer Diameter:	100 MM
b.	Nozzle Type:	Flat Jet Amist
c.	Header Material:	Mild Steel, (IS 2062)
d.	Nozzle Size/ Qty:	25 mm/04 nos.
e.	Nozzle Size/Qty:	38 mm/02 nos.
f.	Nozzle Material:	Stainless Steel (SS316)
g.	Nos of Nozzle:	04 nos.
h.	Painting of header	Superior Quality Powder Coated
	5.3 SIDE SPRINKLER DETAILS:	
a.	Header outer Diameter:	100 MM
b.	Nozzle Type:	Flat Jet Amist
c.	Header Material:	MS, IS 2062
d.	Nozzle Size:	25 mm
e.	Nozzle Material:	Stainless Steel (SS316)
f.	No's of Nozzle:	03 nos. on Both side of Truck
g.	Painting of header	Superior Quality Powder coated
6	SAFETY FEATURES:	
a.	RGPPS (Reverse Gear PTO Protection System):	PTO must be Auto disengaged with Reverse Gear Engagement. Optional
b.	Hydraulic Oil Cooling System	Optional
c.	Pump Dry Run Alarming system	Optional
d.	PA System	Optional
e.	Parking Sensor	Optional
f.	Reverse Camera	Optional
g.	Reverse Alarm	Optional
h.	Noise reduction system	Optional

4.2 Responsibilities of MPCB

1. To keep the record and check the validity of the documents submitted by the Successful Bidder in relation to the machines.
2. To ensure timely disbursement of payment to the Successful Bidder after verification of documents/ proofs.
3. As the Project Sponsor, Maharashtra Pollution Control Board will purchase the machines and hand them over to Chandrapur Municipal Corporation.

4.3 Initial Delivery and Final Handover

1. Successful Bidder shall ensure the delivery of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur Municipal Corporation.
2. No Service issues should be pending at the time of delivery.
3. A working demonstration will be given to the designated office / Nodal Officer.
4. All technical manuals, service books should also be delivered.
5. Minimum utilisation of the machine should be 80% every month on an average basis

4.4 Timeline and Deliverables

The Successful Bidder would be required to deliver the machines / equipment as mentioned above. The timeline to be followed would be as follows:

S. No.	Deliverables	Project Timelines
1	Supply of Equipment's at Chandrapur Municipal Corporation	Within Sixty (60) days from the date of signing of the agreement
2	RTO registration, successful demonstration of respective machines to MPCB / Designated Local Office. Receive Certificate of Operation (CoOP) from MPCB	Within fifteen (15) days from the date of supply at Chandrapur Municipal Corporation
3	Warranty	Starting from the date of issue of CoOP for a period of one (01) year

Notes:

1. The demonstration of the delivered Fogger machines needs to be conducted in the presence of the officials at Chandrapur Municipal Corporation.
2. The successful bidder is expected to get the vehicles registered at the RTO in Chandrapur after which Chandrapur Municipal corporation will issue the certificate of Operation (CoOP).
3. MPCB shall not bear any additional costs.

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

The following payment terms will be offered to the Successful Bidder upon completing the necessary formalities and rendering deliverables as mentioned in Section of Scope of Work and delivery schedule:

- i. No advance payment shall be made by MPCB at the time of signing of Contract with the Supplier
- ii. The payment of scope items shall be released by MPCB based as mentioned below:

S. No.	Milestones	Payment (%) (Incl. GST)
1.	Upon Delivery of scope items at Chandrapur Municipal Corporation and acceptance by them within the Project timelines mentioned in Clause 4.4	70% of total amount quoted in Financial Proposal
2.	Upon issuance of CoOP certificate to the Successful Bidder	Balance 20% of total amount quoted in Financial Proposal
3.	After completion of warranty period of one year	Balance 10% of total amount quoted in Financial Proposal

- iii. 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.
- iv. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) of submission of invoice, after deducting applicable TDS, if any.

5.2 Warranty

The bidder to Offer an onsite warranty for the machines for a period of One (1) year.

The bidder shall further warrant to MPCB that the Equipment complies strictly with the Specifications and has no defect, arising from design, materials, or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied Equipment in the conditions prevailing to the final site.

In Case of Faulty Equipment:

If any part of the Equipment breakdowns or fails due to faulty or improper design, materials, workmanship, manufacture, fabrications, or instructions, or fails to meet the requirements of the Specifications, then the Bidder or his O&M partner shall promptly notify the manufacturer in writing of any claims arising under this clause.

5.3 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: KPI AND PENALTY

6.1 Penalties / SLAs

The date of delivery of the services stipulated in the 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.	Penalty Type	Penalty Description	Penalty Amount
1	Delivery	Delay in delivery of the equipment. (Sixty (60) days from date of signing of the agreement)	01% (One Percent) of the equipment value per machine for the delay of each week or part thereof.
2	Commissioning	Delay in obtaining CoOP (Fifteen (15) days from delivery)	INR 3,000/- (Three thousand only) per day of delay per machine.
3	Breakdown Response (Response time to breakdown repair after Incident notification)	Repair of machine and it's Equipments to fully working condition within 48 hours from date and time of notification. Any delay in repair beyond 48 hours will attract per day penalty	INR 3,000 /- (One thousand only) per day of delay in repair of machine and it's Equipment.
4	Utilization of equipments	Utilization = Minimum 80% for the month (Monthly average) The Successful Bidder shall be require to submit monthly report on the utilization	<ul style="list-style-type: none"> ▪ 70%-79% utilization – INR 5,000/- (Five thousand only) per month per machine ▪ 50%-69% utilization – INR 10,000/- (Ten thousand only) per month per machine ▪ Less than 50% Utilization – INR 20,000/- (Twenty thousand only) per month per machine

Note:

- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Successful Bidder in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Successful Bidder.
- These penalties will be monitored and deducted for the entire Contract Period on monthly basis. KPI adherence will be monitored on monthly basis 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 monthly penalty that maybe imposed on the Successful Bidder shall be capped at 10% (ten per cent) of the total billing amount. After 10% of penalty, annulment of the contract shall be initiated.
- 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

Checklist for documents to be included in the Technical Proposal

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	<ul style="list-style-type: none"> • • <p>Annexure 1 Pre-Qualification Cover Letter</p>			
PQ1	Annexure 2 Bidder's and Bidding Firms Particulars			
	Annexure 8 Power of Attorney			
	<p>Legal Entity: 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) 	Brief Profile of the Bidder as per Annexure 2 Bidder's and Bidding Firms 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 8 Power of Attorney along with Board Resolution				
PQ2	Annexure 4 Financial Declaration of Bidder			
	<p>Average Annual Turnover: Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than INR 1.30 Cr. (One Crore and Thirty Lakhs)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Chartered Accountant for the preceding Three years [FY2021-22, FY2022-23, FY2023-24] Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 4 Financial Declaration of Bidder.</p>		
PQ3	Annexure 4 Financial Declaration of Bidder			
	<p>Net-worth Criteria: The bidder should have a positive net worth for each of the last three audited financial years. [FY2021-22, FY2022-23, FY2023-24]</p>	<ol style="list-style-type: none"> 1. Duly filled Format for Financial years 2021-2022, 2022-2023 & 2023-2024 to be submitted on the letterhead of the Chartered Accountant 2. Net worth Certificate duly certified by Chartered Accountant 		

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]	Certificate from Statutory Auditor as per Annexure 4 Financial Declaration of Bidder.		
PQ4	Annexure 3 Project Citation			
	Annexure 5 Format for Self-Declaration			
	<p>Project Experience The Bidder must have experience in Supplying fogger / mist machines to any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Private organization in India as on date of submission of bid per following details in last Seven years (7) of value specified herein as on Bid submission due date:</p> <ul style="list-style-type: none"> ▪ One "Similar project*" not less than INR 2.5 Cr. (Two Crore and Fifty Lakhs only) OR ▪ Two "Similar project*" not less than INR 1.25 Cr. (One Crore and Twenty-Five Lakhs only) OR ▪ Three "Similar project*" not less than INR 1.0 Cr. (One Crore only) 	<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 In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work and status.</p> <p>c) Project citation as per format in Annexure 3 Project Citation</p> <p>d) Annexure 5 Format for Self-Declaration</p>		
PQ5	<p>Certification: OEM / authorized bidder of OEM should have valid ISO 9001:2015 or latest certification valid as on Bid submission Due date</p>	Copy of valid Certificate as of the date of bid submission.		
PQ6	Annexure 6 Undertaking for After Sales Support Office in Maharashtra			
	<p>After Sales Support Capability: The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (6) months /Registration Certificate / GST Certificate 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 Annexure 6 Undertaking for After Sales Support Office in Maharashtra.</p>		
PQ7	Annexure 7 Declaration by the Bidder for not being Blacklisted /Debarred			
	<p>Blacklisting criteria: The bidder should not have been debarred by any Government (State</p>	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided as per format in		

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	/ 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 in last Three (3) years 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.	Annexure 7 Declaration by the Bidder for not being Blacklisted /Debarred.		
PQ8	Annexure 9 MAF Manufacturer's Authorization form			
	Annexure 10 Manufacturer's Declaration (about 100% compliance to Minimum Technical Specifications			
	MAF: A Manufacturer of the machine / OEM/ Authorized Dealer of OEM can bid for this RFP. The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.	For Manufacturer & Authorised Dealer: Self Declaration Attachment MAF for Original Equipment Manufacturer as Annexure 9 MAF Manufacturer's Authorization form and Annexure 10 Manufacturer's Declaration (about 100% compliance to Minimum Technical Specifications		
PQ9	Annexure 11 Compliance with technical specifications			
	Minimum technical specification requirements: The bidder must meet the minimum technical specifications mentioned in the Bid document for the machines and other equipment's along with One (01) year warranty.	Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in Annexure 11 Compliance with technical specifications along with other supporting documents like brochures.		
	Annexure 12 Financial Proposal Cover Letter			

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 an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra

RFP Reference No: MPCB

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 an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, 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 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 (180) days from the date of opening of Pre-qualification 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.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the Company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

Annexure 2 Bidder's and Bidding Firms 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: RFP for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra

RFP Reference No: MPCB/

Dear Sir,

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

S. No	Description	Details/Information
1	Name of the firm/ company	
2	Constitution of the firm/ company (Private/ public limited)	
3	Registered office Address	
4	Email	
5	Contact number/s (Tel / Mobile)	
6	Office address of Maharashtra	
7	Date of establishment (DD/MM/YYYY)	
8	Name/s of partners/ directors (Membership certificates issued by authorized body should be enclosed)	
9	Name of Office In charge of Mumbai	
10	Name, address and account number of the firm's banker(s)	
11	PAN of the firm	
12	GST registration number of the firm	
13	Number of Employees	

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 Project Citation

(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: RFP for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra

Tender Reference No: MPCB/

Dear Sir,

In reference to the above tender please find below summary of the projects submitted as part of our proposal:

Details of past assignments / experience (Provide summary of the projects)

Sr. No.	Client Name	Handling		Work related to
		From	To	

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:

1. The Bidder is required to use above formats for all the projects referenced by the bidder for the pre- qualification criteria.
2. Documents/Proofs are required for all of the above
3. Kindly provide copies of supporting documents such as Work order/ agreement/ contract/ MoU/ Completion certificate etc.
4. 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 4 Financial Declaration of Bidder
(To be submitted on Letterhead of Statutory Auditor of 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: RFP for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra

RFP Reference No: MPCB/

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 (03) years have been summarized below:

- Financial Declaration of Bidder

Description	Financial Year		
	2021-22	2022-23	2023-24
(All Currency in INR and Crores)			
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

The Average Annual Turnover for (insert name of Bidder) is INR <Insert Value> (Rupees <Insert Value in Words>).

Further 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 Authorized Signatory (with official seal)

Name :

Designation :

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 5 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

Sub: Declaration for having experience in providing similar vehicles

Tender Reference No:

Dear Sir,
I, authorized representative of _____, hereby confirm that the Company
_____ has the experience in supplying the similar types of machines to the
government institutions in last Seven (7) 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 6 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letterhead of bidder)

Date: DD/MM/YYYY

{Place}

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/

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), 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 7 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 or PSU in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB) for any reason as on last date of submission of the Bid. 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 8 Power of Attorney

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

POWER OF 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 an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, 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.

Accept

(Signature)

Notarized

(Name, Title and Address of the Attorney)

For _____ (Signature)

(Name, Title and Address of PoA Giver)

Place:

Date:

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 INR 500/- stamp paper duly attested by the 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 9 MAF Manufacturer's Authorization form

<To be printed on the letterhead of the OEM and duly signing and sealing it from the Authorized Signatory of the OEM>

<The MAF is not applicable for the Bidder who is a Manufacturer. In such case the Bidder has to give a self-declaration stating its status as OEM and giving details about its facilities on their letterhead, duly signing and sealing it>

Place:

Date: DD/MM/YYYY

To,

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

Subject: - Manufacturer Authorization Form (MAF) from OEM for the BID for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra
Bid document Ref <Reference No.>

Dear Sir,

We, who _____ are established and reputed developers / producers of _____ having development facilities at (address of factory / facility) do hereby authorize M/s _____ (Name and address of Bidder) to submit a Bid and sign the contract with you against the above Bid Invitation.

S. No.	Name of OEM / Dealer	Name of other components	Name of Make (OEM)	Model	Version	Planned End of Sale	Planned End of Support and spare parts availability	Remark
1.								
2.								
3.								

- We hereby agree to the following with regards to the solution, products and services offered by us through the above firm against this Bid Invitation.
 - We extend full on-site guarantee and warranty.
 - OEM Warranty for the offered product(s), is for minimum one (01) year from the date of this letter.
 - We have read and understood the said Bid document and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
 - Confirm that the offered product(s) is not likely to be declared as
 - End of sale for attachment not within next 60 months
 - End-of-Support within next five years from the date of this letter
 - Confirm that the support including spare parts for the quoted products shall be available for the entire contract period.

- We will provide any or all of the materials, notifications, and information
 - Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and
 - in the event of termination of production of such Products:
 - advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
 - Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
- We duly authorize the bidder <Bidder name> to act on our behalf in fulfilling all technical support and Warranty Services obligations required by the contract.
- We, as OEM of _____< product>_____, agree to provide onsite delivery and support to <Bidder name> and shall physically visit as and when required & certify installation of attachments and Warranty Services of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

We also confirm that we have an existing registered service / support Centre in Maharashtra at _____

OR

We also conform we shall establish registered service / support Centre in Maharashtra within Fifteen (15) days of award of contract to the Bidder __<Name of the Bidder>__.

Yours faithfully,

For and on behalf of M/s _____ (Name of the manufacturer / OEM)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Thanking you,

(Signature, Name and Designation of the Authorized signatory of the Bidder)

Annexure 10 Manufacturer's Declaration

(about 100% compliance to Minimum Technical Specifications)

<This declaration must be on the letterhead of the Manufacturer, must be signed by a person of relevant competent authority, and must be included by the Bidder in its bid as specified in the Instructions to Bidders. The same should be accompanied by the compliance statement to the minimum required technical specifications, duly filled, and supported by relevant certifications and printed on Manufacturer's Letterhead>

Place:

Date: DD/MM/YYYY

To,

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

Sub: Declaration of compliance to Minimum Technical Specifications of your RFP <Reference No.>

Dear Sir,

WHEREAS <Name and address of the Manufacturer> who are official producers of <Name of the product and product code> do hereby solemnly declare that

We have read and understood the minimum technical specifications mentioned in this Bid document and our feature-wise compliance status for the product proposed <Name of the product and product code> is correct for every specification mentioned therein. Pls find the compliance statement attached herewith duly filled, signed, and stamped.

We understand that if any of the points in this declaration is found to be incorrect, the bid will be declared as non-responsive and will not be considered for further evaluation.

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated:

Annexure 11 Compliance with technical specifications

(To be submitted on the Letterhead of the bidder)

Detailed comparison statement for each technical specification and deviation statement for each must be enclosed for technical evaluation.

S. No.	Description	Specifications	Complied (Yes/No)
1	VEHICLE DETAILS:		
a.	Vehicle type	Chassis with Cabin	
b.	Emission:	BS VI	
c.	GVW:	18,500 Kg. (Min.)	
d.	Wheelbase:	4,900 mm (Min.)	
e.	Fuel Type:	CNG	
f.	Turning Radius:	17,500 mm	
g.	Ground Clearance:	246 mm	
h.	Engine Power:	120 HP (Min.)	
i.	6-Wheeler Truck Chassis of MAKE:	TATA/ ASHOK LEYLAND/ Similar Make	
2	DRIVE		
a.	Driving System:	Hydraulic through truck engine (No External Power Source Allowed.)	
b.	PTO	200 Nm or above	
c.	Hydraulic Pump Type	Piston Type Pump	
d.	System design	System should be designed in such a way that the complete system should be running by single hydraulic pump and single control unit from operator's cabin.	
3	WATER TANK TO BE FIRMLY INSTALLED ON THE CHASSIS		
a.	Tank Shape:	Elliptical	
b.	Water Tank Capacity:	9000 Liters/9 KL	
c.	MOC:	Hot Rolled Mild Steel	
d.	Grade:	IS 2062	
e.	Tank Sheet Thickness	4 mm	
f.	Tank Mounting	Subframe with U clamp	
g.	Water tank shall have compartment	3 nos.	
h.	Manhole	3 nos. (500 mm)	
i.	Cat walks & landing platform will be provided on top of water tank.	Required	
j.	Ladder access	Required	
k.	Inside & Outside Painting:	Anti-corrosive Enamel Paint.	

S. No.	Description	Specifications	Complied (Yes/No)
l.	Water level indicator with Drain System.	1 No.	
4	MIST CANNON:		
a.	Throw range:	40-50 meters along the wind direction.	
b.	Automatic Horizontal Oscillation:	0 - 180 Degrees (Control from driver's cabin.)	
c.	Horizontal Oscillation Drive:	Complete Enclosed and Self-Supporting Drive with Hydraulic Motor	
d.	Vertical Tilt (Manual):	0 to 40 Degrees.	
e.	Mist droplet size:	10 to 50 microns.	
f.	Blower drive:	Hydraulic	
g.	Blower motor type:	Piston motor	
h.	Blower fan MOC	PPG /PAG	
i.	Blower fan speed:	2900 RPM	
j.	Blower fan coupling:	Direct Mechanical coupled (No Belt Drive)	
k.	Blower Dia:	700 mm	
l.	Water Pump Type for Mist Cannon:	Positive Displacement Pump	
m.	Mist Cannon Pump Discharge:	120 LPM (min.)	
n.	Mist Cannon Pump Drive:	Hydraulic	
o.	MOC of Nozzles:	Stainless steel	
p.	Type of Nozzles:	Full Cone Amist	
q.	Number of nozzles:	20 – 25 Nos.	
r.	Nozzle Grade:	SS 316	
s.	Barrel Protection:	Mesh Cover	
t.	Online water filter:	MOC Stainless Steel	
u.	Noise emission Level (Max 85db within 5 meters.):	NRD Technology for noise reduction (Less than 85 db within 5 meters)	
v.	Painting of barrel:	Superior quality Powder coated	
w.	All operation controls:	From driver's cabin	
5	SPRINKLER DETAILS:		
a.	Pump Type:	Centrifugal Type Pump	
b.	Pump Drive:	Hydraulic	
c.	Pump Discharge:	400 LPM	
d.	Pump Pressure:	8-10 Bar	
	5.1 FRONT SPRINKLER DETAILS:		
a.	Header outer Diameter:	100 MM	

S. No.	Description	Specifications	Complied (Yes/No)
b.	Nozzle Type:	Flat Jet Amist	
c.	Header Material:	MS, IS 2062	
d.	Nozzle Size/Qty:	25 mm / 04 Nos.	
e.	Nozzle Material:	Stainless Steel (SS316)	
f.	Painting of header	Superior Quality Powder Coated	
	5.2 REAR SPRINKLER DETAILS:		
a.	Header outer Diameter:	100 MM	
b.	Nozzle Type:	Flat Jet Amist	
c.	Header Material:	Mild Steel, (IS 2062)	
d.	Nozzle Size/ Qty:	25 mm/04 Nos.	
e.	Nozzle Size/Qty:	38 mm/02 Nos.	
f.	Nozzle Material:	Stainless Steel (SS316)	
g.	Nos of Nozzle:	04 Nos.	
h.	Painting of header	Superior Quality Powder Coated	
	5.3 SIDE SPRINKLER DETAILS:		
h.	Header outer Diameter:	100 MM	
i.	Nozzle Type:	Flat Jet Amist	
j.	Header Material:	MS, IS 2062	
k.	Nozzle Size:	25 mm	
l.	Nozzle Material:	Stainless Steel (SS316)	
m.	No's of Nozzle:	03 nos. on Both side of Truck	
n.	Painting of header	Superior Quality Powder coated	
6	SAFETY FEATURES:		
a.	RGPPS (Reverse Gear PTO Protection System):	PTO must be Auto disengaged with Reverse Gear Engagement. Optional	
b.	Hydraulic Oil Cooling System	Optional	
c.	Pump Dry Run Alarming system	Optional	
d.	PA System	Optional	
e.	Parking Sensor	Optional	
f.	Reverse Camera	Optional	
g.	Reverse Alarm	Optional	
h.	Noise reduction system	Optional	

Note: Please attach relevant support documents / brochures for verification.

Annexure 12 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: Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty with warranty at Chandrapur for MPCB

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Request for Proposal for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, 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 One Hundred and Eighty (180) days from the date of opening of Stage 1 bid (Pre-qualification Proposal).
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 Tender is binding on us and that you are not bound to accept a Tender 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 13 Format for Financial Bid
(Not to be enclosed along with Technical Bid)**

1. Cost of 4 Fogger Misting Machines with One-year Warranty

S. No.	Description	Qty	Basic Unit Rate (In INR) (All inclusive, excluding GST)	GST Rate (18%)	Total Unit Rate (In INR, including GST)	Total Amount (In INR, including GST)
1	Fogger Misting Machines with One year Warranty	04				
Total Cost (In Figures) (In INR):						
Total Cost (In Words) (In INR):						

Note:

- The quantity of procurement of attachments shall be at the sole discretion of the MPCB, in accordance with the exigencies and requirement of the department, meeting minimum specs as defined in Scope of work, anytime during contract period.
- The rates quoted by the bidder shall be deemed final.
- MPCB shall effectuate the procurement of attachments at the specified rate during the contractual term, as and when the necessity arises.
- Attachment from same OEM – no other attachment make allowed
- Bidders / OEM shall ensure availability of attachment for procurement for entire contract period. Undertaking from OEM in this regard shall be mandatory. In case attachment is end of sale, bidder at its own cost, shall supply equivalent or better and compatible attachment.
- The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
- 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 work order for the bids submitted.
- All the prices are to be entered in Indian Rupees ONLY.
- The quoted rates shall be inclusive of all taxes and excluding 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.
- 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 REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT**
- A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED on Mahatender portal.**

Annexure 14 Non-Disclosure Agreement

[on the stamp paper of INR 500/- and 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 **Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra.**
(Hereinafter called the “Project”) of the MPCB.
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 15 Draft Conditions of Contract

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

This Agreement made and entered into at Mumbai on _____2025 between the, Maharashtra Pollution Control Board, with 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

_____(name of the Successful Bidder), having its registered Office at _____(registered address of the Successful Bidder), 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/ Service Provider are referred to individually as "a Party" and collectively as "the Parties"

1. PREAMBLE

WHEREAS The "Purchaser" is a statutory body incorporated under the Ministry of Environment & Forests, Government of Maharashtra

AND WHEREAS the Service Provider is _____(name of the Successful Bidder)

AND WHEREAS MPCB had floated a **Request for Proposal (RFP)** for(name of the project)

AND WHEREAS the Service Provider, in response to this RFP, submitted to MPCB a proposal and offered to undertake the work of 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 grant the Agreement to the Service Provider under this Agreement to provide the aforementioned work as per the Scope of Work defined in the RFP starting from the _____2025, on the terms & conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to **RFP for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra** 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:

- i. RFP document having RFP Reference No: _____ dated _____ 2025
- ii. Published Corrigendum associated with the RFP mentioned in point no. i. above
- iii. Pre-bid queries clarifications
- iv. Bid documents submitted by the Service Provider
- v. Work Order Reference No. MPCB//----- Dated _____ 2025
- vi. All the terms and conditions of the RFP
- vii. Project Agreement compliance documents / receipts / certificates / PBG
- viii. 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 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:

- a. **"Agreement Date"** shall mean the date of signing of this Agreement
- b. **"Authority/Corporation"** shall mean means Maharashtra Pollution Control Board (MPCB).
- c. **"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.
- d. **"Business Day"** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
- e. **"Contract/Agreement"** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent
- f. **"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. One (01) and Three (03) months from the date of this agreement. This Agreement shall remain valid for any extension given by MPCB.
- g. **"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.
- h. **"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.

- i. **"Financial Year"** Shall mean a Financial Year period starting from 01st April and ending on 31st March of the respective year.
- j. **"Force Majeure Event"** shall mean such event as described in Clause 29 of this Agreement.
- k. **"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.
- l. **"Month and Year"** shall mean all dates calculated according to the Gregorian calendar.
- m. **"Non-compliance"** Failure / refusal to comply to the terms and conditions of the Agreement.
- n. **"Premises/Site"** shall mean the land or building provided by MPCB to the Service Provider.
- o. **"Project"** shall mean _____
- p. **"Proposal"** means the bid submitted by the Service Provider along with the terms and conditions, in response to the RFP.
- q. **"Quarter"** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
- r. **"Total Contract Value/ Contract Value"** shall mean Value (Exclusive of all taxes, levies, and duties) finally agreed between MPCB and the Service Provider and further negotiated for the delivery of equipments/ Services.
- s. **"Writing"** shall mean any handwritten, typewritten, or printed communication including telex, cable, facsimile transmission, and E-mail.
- t. **"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.

3. AWARD OF CONTRACT

In consideration of MPCB agreeing to pay the amount of ₹ **(Indian RupeesOnly.)** exclusive 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 project deliverables as elaborated in **Annexure II** under this Agreement and subject to the provisions of this Agreement, MPCB grants to the Service Provider, a contract for the Project for a price break-up for the same is attached to this agreement as **Annexure I**.

4. PERFORMANCE BANK GUARANTEE

- a. Within Fifteen (15) 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 10% of the total contract 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 Fifteen (15) Working 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 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.
- 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 Thirty (30) 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.

5. AGREEMENT PERIOD

The agreement starts from the date of this agreement. The agreement is valid for a period of One (01) year and Three (03) months from the date of signing of this agreement to cover the activities mentioned in Scope of Work of the RFP. The contract may further be extended subject to satisfactory performance of the Successful Bidder and MPCB's requirement.

6. PAYMENT AND PAYMENT TERMS

The payment terms shall be as per Section 5 of the RFP

7. KEY PERFORMANCE INDICATORS AND PENALTIES

- a. Unless specified by MPCB to the contrary, the Service Provider shall perform the Services and carry out the Scope of Work in accordance with the terms of this Agreement.
- b. If the Agreement include more than one document, then unless MPCB specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. MPCB reserves the right to amend any of the terms and conditions in relation to the Agreement and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.
- d. The date of delivery of the services stipulated in the acceptance of Work Order/ RFP shall be the essence of the Agreement 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 Service Provider, or the cause of the delay is not in the control of the Service Provider. Detailed KPIs are mentioned in Section 6 of the RFP.

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. Default and Termination

13.1 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.

13.2 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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**.

23. 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.

24. 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.

25. 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.

26. 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.

27. TERMINATION

a. Termination by MPCB

- i. MPCB may, without prejudice to any other remedy for breach of Agreement, terminate the Agreement in case of the occurrence of any of the events mentioned in *clause 27 sub-clause c*. In such an occurrence, MPCB shall give not less than Fifteen (15) days' written notice of termination to the Service Provider.
- ii. If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within Fifteen (15) days after being notified or within any further period as MPCB may have subsequently approved in writing.
- iii. If the Service Provider becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

- iv. If the Service Provider, in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- v. If the Service Provider submits to the MPCB a false statement which has a material effect on the rights, obligations, or interests of MPCB.
- vi. If the Service Provider places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
- vii. If the Service Provider fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Service Provider to improve the quality of the services.
- viii. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- ix. If the Service Provider fails to provide the quality services as envisaged under this Agreement, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Service Provider to improve the quality of the services.
- x. If MPCB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- xi. In the event MPCB terminates the Contract in whole or in part, pursuant to Clause 27.c, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to MPCB for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

b. Termination by the Service Provider

The Service Provider may terminate this Contract, by not less than Thirty (30) days' written notice to MPCB, such notice to be given after the occurrence of any of the events specified *clause 27 sub-clause c*:

- i. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than Sixty (60) days.
- ii. MPCB is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by MPCB of the Service Provider notice specifying such breach.

c. 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.

d. Payment upon Termination

Upon termination of this Contract pursuant to *clause 27 sub-clause c* the MPCB shall make the following payments to the Service Provider:

- i. If the Contract is terminated pursuant to *clause 27 sub-clause c*, remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of *clause 27 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 Thirty (30) days of termination date.

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 (5) 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 its 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 and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Service Provider.
- (iv) any delay or failure of an overseas Service Provider to deliver rolling stock or equipment 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 (7) 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 (3) 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 decommission and withdraw all hardware and software components after the completion of the agreement period and formally close the project. This process will be initiated 6 months before the ending of the project contract. In order to align both the parties on transition modalities, agency will submit a detailed Exit Management Plan before Three (3) months of the ending date of the contract. Exit Management Plan will include following but not limited to:
 - i. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under this Project.
 - ii. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
 - iii. Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after Agreement ending.
 - iv. Training and handholding of MPCB Staff or designated officers for maintenance of project after Agreement ending.
- b. The Service Provider may be requested to give handover to the other party / new agency or the Service Provider as per the MPCB`s discretion.
- c. 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.(name and address of the Successful Bidder)

For Purchaser

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

User
Maharashtra Pollution Control Board

Name

Signature of Board's Authorized
Representative with Seal

Signature

Service Provider
M/s.(name of the
Successful Bidder)

Name

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

Attached:

Annexure-I: Price Schedule

Annexure-II: Scope of Work

Annexure-III: Non-Disclosure Agreement

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 16 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 supplier and address>> (hereinafter called “the Successful Bidder/ Service Provider”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Selection of an Agency for Supply of Four (04) Nos. of Fogger Misting Machines with warranty at Chandrapur, Maharashtra** (Hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the Service Provider 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 supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, 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 supplier 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 Service Provider 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 Service Provider 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 17 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 “Invitation for Bids”

Ref: RFP Ref. number:

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 No. & Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1			
2			

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

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