



**Maharashtra Pollution Control Board**  
**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF AN  
INTEGRATED PROJECT MANAGEMENT CONSULTANT FOR  
FEASIBILITY STUDY, DESIGN & CONSTRUCTION  
MANAGEMENT, AND POST-HANDOVER ASSET  
MANAGEMENT**

**FOR MAHARASHTRA POLLUTION CONTROL BOARD (MPCB)**

**RFP Reference No: MPCB/EE/01/2026**

**Date of Publish: 30/01/2026**

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

**ISSUED BY:**

THE MEMBER SECRETARY,  
MAHARASHTRA POLLUTION CONTROL BOARD,  
KALPATARU POINT, 4<sup>th</sup> FLOOR, OPP. PVR CINEMA,  
SION CIRCLE, SION,  
MUMBAI-400 022

**Tel: +91 22 67808888**

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

**Email ID: [ee@mpcb.gov.in](mailto:ee@mpcb.gov.in)**

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## **DISCLAIMER**

This Request for Proposal (RFP) for “**Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management**” (hereinafter referred to as “**Project**”)” is issued by Maharashtra Pollution Control Board (MPCB).

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

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

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 Service Provider to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

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

## ABBREVIATIONS

Abbreviation	Description
AoA	Article of Association
DSC	Digital Signature Certificate
DGIPR	Directorate General of Information and Public Relations
EMD	Earnest Money Deposit
GOM	Government of Maharashtra
GST	Goods and Services Tax
KPI	Key Performance Indicator
LLP	Limited Liability Partnership
LoA	Letter of Acceptance
MPCB	Maharashtra Pollution Control Board
MOA	Memorandum of Association
NDA	Non-Disclosure Agreement
NEFT	National Electronic Fund Transfer
NIC	National Informatics Centre
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PDF	Portable Document Format
PMC	Project Management Consultant
PSU	Public Sector Undertaking
RFP	Request for Proposal
SLA	Service Level Agreement
SP	Service Provider
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
ULB	Urban Local Body
UT	Union Territory

### 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 or consulting firm engaged in providing Project Management Consultancy (PMC) services, including but not limited to project planning, design review, cost estimation, procurement assistance, contract management, construction supervision, quality assurance, project monitoring, reporting, and overall coordination as per the Scope of Work
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.2 of this RFP.
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.

<b>Term</b>	<b>Definition</b>
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 through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement
Project	This refers to activities related to Feasibility Study, Design & Construction Management, And Post-Handover Asset Management for Maharashtra Pollution Control Board (MPCB)
RFP Portal	The web portal <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> that is official portal for all details and submissions related to this RFP process
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof
Total Contract Value/ Contract Value	Total contract Value (Inclusive of all taxes, levies and duties and GST) finally agreed between MPCB and the Bidder for Services mentioned in the RFP, which will be the maximum value payable to the Bidder for this Project.

## NOTICE INVITING PROPOSAL

RFP Ref. No: MPCB/EE/01/2026

Date:30/01/2026

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **“Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management”** MPCB intends to solicit technical and financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

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 Publish	Date – 30/01/2026 11:00 IST
2.	Name of the Project	Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management
3.	RFP Reference No.	MPCB/EE/01/2026 – 30/01/2026
4.	RFP Document Download	Start Date: 31/01/2026 11:00 IST End Date: 23/02/2026 17:00 IST Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
5.	Last date of submission of Pre- Bid Queries	05/02/2026 17:00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 06/02/2026 15:00 IST Pre-Bid meeting to be attended physically or virtually. Virtually through MS Teams (link shall be available on e Tendering website. <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> , and MPCB official website <a href="https://mpcb.gov.in">https://mpcb.gov.in</a> details shall be shared at later stage.
7.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: <b>“Pre-Bid queries - &lt;Agency’s Name&gt;”</b> .  The queries should be submitted as per the format prescribed in <b>Annexure 17 Format of sending pre-bid queries</b>  The Pre-Bid queries to be sent to the Email Id: <a href="mailto:ee@mpcb.gov.in">mailto:ee@mpcb.gov.in</a>
8.	Last date of Bid Submission	23/02/2026 17:00 IST

9.	Pre-qualification & Technical Proposal Opening	24/02/2026 17.00 IST
10.	Financial Bid Opening	Will be declared after technical scrutiny.
11.	Address	Maharashtra Pollution Control Board, 4 <sup>th</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: +91 22 67808888 Email ID: <a href="mailto:ee@mpcb.gov.in">ee@mpcb.gov.in</a>
12.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only	<b>INR 10,00,000 (INR Ten Lacs Only)</b>
14.	Security Deposit / Performance Bank Guarantee (PBG)	5% of the contract value valid up to Three (3) months post end of contract. <b>PBG should be only from Nationalized / Scheduled Commercial banks.</b>
15.	Signing of Contract	Within Thirty (30) days after issuance of Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	One Hundred and Fifty Days (180) days from the date of opening of Stage 1 bid. To be extended as per MPCB's instructions.
17.	Contract Period	Four (04) years from the date of signing of Contract for the PMC and (03) years for the Post Handover Asset Management
18.	Method of Selection	Quality and Cost Based Selection (QCBS)

#### Contact Details

The Member Secretary  
Maharashtra Pollution Control Board,  
3<sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion  
Circle, Sion, Mumbai-400 022  
**Tel: +91 22 67808888**  
**Email ID: [ee@mpcb.gov.in](mailto:ee@mpcb.gov.in)**  
**Website: [www.mpcb.gov.in](http://www.mpcb.gov.in)**



**Notes:**

1. Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.
2. 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.
3. Bidders should submit documents related to tender online.
4. Cost of tender form of ₹ 23,600 (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited into MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
5. 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>.
6. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
7. MPCB takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point in time.
8. In the event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
9. The Bidders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
10. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
11. Bidder must get done all the e-tendering activities well in advance.
12. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

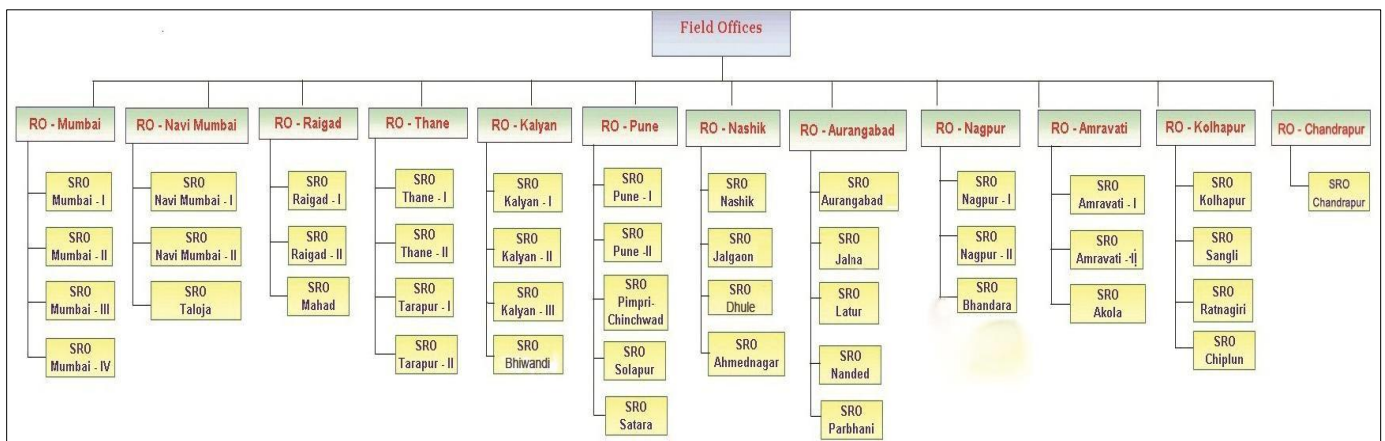
## SECTION 1: LETTER OF INVITATION

### 1. Background

Maharashtra Pollution Control Board (MPCB) is implementing various environmental legislations in the state of Maharashtra, mainly including Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Water (Cess) Act, 1977 and some of the provisions under Environmental (Protection) Act, 1986 and the rules framed 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:

- To plan comprehensive program for the prevention, control or abatement of pollution and secure executions thereof.
- To collect and disseminate information relating to pollution and the prevention, control, or abatement thereof.
- 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.
- Supporting and encouraging the developments in the fields of pollution control, waste recycle reuse, eco-friendly practices etc.
- To educate and guide the entrepreneurs in improving environment by suggesting appropriate pollution control technologies and techniques.
- Creation of public awareness about the clean and healthy environment and attending the public complaints regarding pollution.



## 1.2 Purpose

Maharashtra Pollution Control Board (MPCB) is issuing this Request for Proposal (RFP) to invite qualified agencies to submit proposals for providing Integrated Project Management Consultancy for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.

The Maharashtra Pollution Control Board (MPCB) proposes to develop its own modern, sustainable and future-ready commercial office building on approximately 3,400.59 Sq.m of plot at Bandra Kurla Complex (BKC), Mumbai, to house its headquarters and associated departmental offices.

The proposed building is to be greenfield constructed at MMRDA BKC.

Plot Size	3,400.59 Sq. Mt = 36,603.64 sq. ft
BUA FSI Available approx.	13,602 Sq. Mt = 1,46,414.58 sq. ft at 4 FSI

The project duration is envisaged to be a total of 48 (Forty-Eight) months or till the end of the project completion, whichever is actual. The final manpower deployment schedule shall be finalized with the successful Bidder.

The primary purpose of the project is to create a centralized, efficient and environmentally responsible workplace that supports MPCB's statutory mandate, administrative functions, and long-term institutional growth. The proposed development is envisaged as a landmark public office building, reflecting MPCB's leadership in environmental governance, sustainability, and best practices in planning, design, construction and asset management.

The project aims to:

- Consolidate MPCB's offices into a single, purpose-built facility at a strategic location.
- Provide modern infrastructure that enhances operational efficiency, inter-departmental coordination and public interface.
- Incorporate green building principles, energy efficiency, water management and sustainable materials, consistent with MPCB's core objectives.
- Ensure cost efficiency, quality control, risk mitigation and timely delivery through professional project management.
- Establish a long-term asset management framework to optimize lifecycle performance, maintenance and operational costs post-handover.

Given the scale, complexity and institutional importance of the project, MPCB intends to appoint an Integrated Project Management Consultant (IPMC) to act as a single-point professional advisor and manager for the entire project lifecycle, encompassing:

- Feasibility studies and project structuring,
- Detailed Design Development
- Construction and Contract Management,
- Quality, Safety, Time and Cost Control, and
- Post-handover Asset and Facility management

The engagement of an Integrated Project Management Consultant is intended to ensure that the project is planned, designed, executed and operated in a transparent, efficient and accountable manner, in compliance with applicable statutory regulations, government guidelines and industry best practices.

## SECTION 2: INSTRUCTIONS TO BIDDERS

### 2.1 Consortium/ Joint Venture/ Sub-contracting

Consortium / Joint Venture is not allowed within the scope of this RFP.

### 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, its member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
3. a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
4. such Bidder, its member or Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
5. such Bidder its member or any Associate thereof has the same legal representative for purposes of this Proposal as any other Bidder; or
6. such Bidder, its member or any Associate thereof, has a relationship with another
7. 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
8. such Bidder, its member or any Associate thereof has participated as a consultant to MPCB in the preparation of any Bidding Documents, design, or technical specifications of the Project.

### 2.3 Completeness of Response

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

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

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

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

## 2.11 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and proof of the Bank Guarantee, as part of this RFP, the Bidder(s) may contact the e-portal's 24 x 7 helpdesk at toll free number as mentioned on the Maha-Tender Website. The Bidder(s) may kindly note that MPCB shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees or proof of the Bank Guarantee etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mahatenders.gov.in>.

2. The Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
3. Notarised / irrevocable Power of Attorney executed by the Bidder in Favor of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

## **2.12 Language of Bids**

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at MPCB's discretion.

## **2.13 Patent Claim**

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

## **2.14 Bid Submission Format**

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

## **2.15 Preparation of Proposal**

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP.
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("Technical Proposal"). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal.
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid.
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.



6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the “**Authorized Representative**”) as detailed below:
  - a. by a partner, in case of a limited liability partnership/ Partnership under 1932 Act; or
  - b. by a duly authorized person, in case of a private/ public limited company or a corporation; or
  - c. by Proprietor, in case of Sole Proprietorship Firm.
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 and other charges as may be applicable in relation to the activities proposed to be carried out. These shall cover manpower remuneration their statutory contributions, travel, lodging and boarding cost, cost of training of the staff, TA/DA, printing 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	<b>Pre-qualification Proposal</b>	<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"> <li>Checklist for Pre-Qualification Proposal along with Project Citation</li> <li>Pre-Qualification documents</li> <li>Bidder and Bidding Firm Details</li> </ol>
	<b>Technical Proposal</b>	<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"> <li>Checklist for Technical-Qualification Proposal</li> <li>Technical Qualification documents</li> <li>Project citation</li> </ol>
Stage 2	<b>Financial Proposal</b>	<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:

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

### **2.17 Late Proposal and Proposal Validity Period**

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

### **2.18 Modification and Withdrawal of Proposals**

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

### **2.19 Non-conforming Proposals**

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

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

## 2.20 Acknowledgement of Understanding of Terms

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

## 2.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in **Two stages**:
  - a. In **the first stage**, Tender fee, EMD, Pre-Qualification and 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 and technical qualification) qualify, shall be opened.
4. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
5. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
6. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

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

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute enough grounds for the 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 as per **Annexure 15 Non-Disclosure Agreement** with MPCB.

## **2.24 One Bid Per Bidder**

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

## **2.25 Performance Bank Guarantee**

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
  - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
  - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidders after completion of agency onboarding process.
2. The Successful Bidder shall deposit the Performance Bank Guarantee as follows:
  - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank, of stated value and valid for the tenure mentioned in the RFP.
  - b. The Performance Bank Guarantee should be furnished within One (01) month Working Days from the date of issue of Work Order to the successful bidder.
  - c. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai
  - d. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
  - a. Any amount imposed as a fine by MPCB for irregularities Committed by the Successful Bidder for the respective project assignment.
  - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Successful Bidder or any of his/her/their agent/ employees or staff.
  - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the Successful Bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within Fifteen (15) days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

## 2.26 Bid Prices

The bidder has to quote for “**Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management**” 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 Stage 1 bid.

## 2.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

## 2.28 Correction of errors

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

## 2.29 Corrections to Arithmetic errors

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

## 2.30 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. 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.

### **2.31 Tendering Under Different Names**

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

### **2.32 Tendering Under Different Names**

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



### **2.33 Miscellaneous Provisions**

1. A Bidder or their associate should, in the last 03 (three) years, have failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate
2. Any Bidder that has been barred by the Central Government, any State Government, Union Territory, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal individually.
3. A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of MPCB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of Three (03) years from the date of commencement of services under the Project.
4. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of Thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Hon '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
PQ 1	<p><b>Legal Entity:</b></p> <p>The bidder should be</p> <ul style="list-style-type: none"> <li>▪ a Sole Proprietorship firm, registered under the Applicable Laws of India;</li> <li>▪ “A Company registered in India under the Companies Act 1956 or 2013 or</li> <li>▪ a partnership firm under the Indian Partnership Act, 1932 or</li> <li>▪ the Limited Liability Partnerships Act, 2008, (as amended from time to time)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Brief Profile of the Bidder along with <b>Annexure 2 Bidder’s and Bidding Firms Particulars</b></li> <li>▪ For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation</li> <li>▪ 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.</li> <li>▪ For Proprietorship firm: Registration under the Shops and Establishments Act of any State/ UT of India (if applicable)</li> <li>▪ Copy of valid PAN Card</li> <li>▪ Copy of valid GST Certificate with GST Number</li> <li>▪ Copy of Power of Attorney signed by legally authorized signatories as per <b>Annexure 4</b> Power of Attorney along with Board Resolution</li> <li>▪ <b>Annexure 5</b> Undertaking for not tendering under different names.</li> <li>▪ Any other supporting document, as may be required</li> </ul>

<p><b>PQ 2</b></p>	<p><b>Average Annual Turnover:</b></p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be <b>less than INR 100 Cr.</b></p>	<ul style="list-style-type: none"> <li>▪ Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY 2022-23, FY 2023-24, and FY 2024-25)</li> </ul> <p><b>Note:</b> Audited financial statement should match with certificate of chartered accountant</p> <p>Certificate from Statutory Auditor as per <b>Annexure 3</b> Financial Declaration of Bidder.</p>
<p><b>PQ3</b></p>	<p><b>Net-worth Criteria:</b></p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY 2022-23, FY 2023-24, and FY 2024-25 and should not be less than 30 Cr.</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<ul style="list-style-type: none"> <li>▪ Duly filled Format for Financial years FY 2022-23, FY 2023-24, and FY 2024-25 to be submitted on the letterhead of the Chartered Accountant</li> <li>▪ Net worth Certificate duly certified by Statutory Auditor.</li> </ul> <p>Certificate from Statutory Auditor as per <b>Annexure 3</b> Financial Declaration of Bidder</p>
<p><b>PQ4</b></p>	<p><b>Profit &amp; Loss Criteria:</b></p> <p>Profits before Tax should be positive in last three years.</p>	<p>Audited Financial Statements (Profit &amp; Loss Account and Balance Sheet) for the last three (3) financial years, duly:</p> <ul style="list-style-type: none"> <li>▪ Audited by a Chartered Accountant and Signed by the authorized signatory of the Bidder.</li> </ul>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 5	<p><b>Project Experience 1</b> Bidder should have satisfactorily completed projects as mentioned below for which consultancy is to be carried out:</p> <ul style="list-style-type: none"> <li>▪ Three (3) assignments of similar nature of work, each with cost of construction <math>\geq</math> Rs. 140 Crores (excluding tax) OR</li> <li>▪ Two (2) consultancy assignments, each with cost of construction <math>\geq</math> Rs. 175 Crores (excluding tax) OR</li> <li>▪ One (1) consultancy assignment with cost of construction <math>\geq</math> Rs. 280 Crores (excluding tax)</li> </ul> <p><b>Similar Nature of Work(s) means:</b> a) The bidder must have prior experience in providing <b>comprehensive consultancy services for multi-storied commercial office buildings</b>, including:</p> <ul style="list-style-type: none"> <li>• Structural Engineering</li> <li>• Electrical, Mechanical &amp; HVAC Systems</li> <li>• Utility Services and Firefighting</li> <li>• Communication Systems (voice/data/networking/IT)</li> <li>• Access Control and Security Systems</li> <li>• Building Management Systems (BMS)</li> <li>• Signage and Wayfinding</li> <li>• Vertical Transportation (Lifts)</li> <li>• External Development Works (street lighting, roads, drainage, etc.)</li> <li>• Site Landscaping, Green Zones and Horticulture</li> <li>• Interior Design, Furniture Planning and Layout</li> <li>• Facade Engineering and Aesthetic Enhancements</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work or</li> <li>▪ Chartered Accountant certifying the total project value, supported by relevant Client Work Order/Agreement. In case the Completion Certificate does not explicitly mention the project value, the CA Certificate, along with supporting documents, shall be considered for establishing compliance with the minimum project value requirement.</li> <li>▪ Project citation as per format in <b>Annexure 6</b> Project Citation (PQ &amp; TQ)</li> <li>▪ Self-Declaration as per <b>Annexure 7</b> Format for Self-Declaration</li> </ul>

	<p>b) Experience limited to commercial buildings such as malls, factories or warehouses shall be considered as Similar Work(s).</p> <p>c) The project cost refers to the total construction cost of the completed project, not the consultancy fee.</p> <p>d) The bidder must have successfully completed at least one (1) similar commercial office building project of G+12 floors or more / multistorey building in MMR (Mumbai Metropolitan Region)</p>	
<b>PQ 6</b>	<p>The Bidder shall have a minimum of fifteen (15) years of continuous operations in the Mumbai Metropolitan Region (MMR) in the Real Estate Advisory / Consultancy business within the Real Estate and Infrastructure sector. The Bidder should have experience in providing real estate advisory and consultancy services, including supervision and/or monitoring of projects. Relevant Work Order(s) / Agreement(s) and supporting documents shall be submitted as evidence.</p>	<p>a) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of incorporation, GST Registration Certificate, PAN Card.</p> <p>b) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating Similar Experience in MMR.</p> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder shall submit a Self-declaration certificate along with a CA certificate</i></p>
<b>PQ 7</b>	<p><b>Project Management Experience</b></p> <p>Experience in Program Management / Project Management services for Urban Sector/ Residential/ Mixed Use / Commercial / office/ Industrial/ Warehousing/ Institutional for Govt./ Semi Govt. / Private. Agencies are ongoing and completed (work orders shall be provided) in last 15 years.</p>	<p>c) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of incorporation, GST Registration Certificate, PAN Card.</p> <p>d) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating:</p> <ul style="list-style-type: none"> <li>• Scope of consultancy services, Green Building Experience, ESG Experience</li> <li>• Nature of project (Real Estate / Infrastructure),</li> <li>• Role as PMC / Construction Manager / Engineer, and Project period.</li> </ul> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder</i></p>

		<p><i>shall submit a Self-declaration certificate along with a CA certificate</i></p>
<p><b>PQ 8</b></p>	<p><b>Facility &amp; Asset Management Experience</b></p> <p>The Bidder should have experience in providing Facility Management Services for Urban Sector / Residential / Mixed Use / Commercial / Office / Industrial / Warehousing / Institutional projects for Government / Semi-Government / Private Agencies, covering ongoing and/or completed assignments during the last fifteen (15) years. The experience shall include integrated facility management services such as operations &amp; maintenance of buildings and services, MEP systems, HVAC, electrical systems, firefighting systems, plumbing &amp; sanitation, housekeeping, security coordination, and allied services. Relevant Work Order(s) / Agreement(s) shall be submitted as documentary evidence.</p> <p>The Bidder shall have experience of providing Integrated Facility Management Services for at least one (1) completed and/or ongoing commercial building project having a minimum area under management of not less than 3,00,000 (Three Lakh) square feet.</p> <p>Facilities such as IT Parks, Commercial Office Complexes, Government Office Buildings, Corporate Campuses, Mixed-Use Developments (with predominant commercial component) shall be considered as Commercial Buildings.</p>	<p>a) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of incorporation, GST Registration Certificate, PAN Card.</p> <p>b) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating:</p> <ul style="list-style-type: none"> <li>• Nature of assets (Residential / Commercial / Industrial / Institutional, etc.)</li> <li>• Built-up area under Facility Management.</li> <li>• Contract period (start and end date / ongoing status) or</li> </ul> <p>e) Chartered Accountant's Certificate</p> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder shall submit a Self-declaration certificate along with a CA certificate</i></p>

<p><b>PQ 9</b></p>	<p>Office in Mumbai Metropolitan Region (MMR):</p> <p>The bidder shall have a functioning support office in MMR or shall open office in Mumbai within Thirty (30) 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 (06) months from the Bid Due date) in the name of the bidder. In the absence of an existing office in MMR, the bidder must submit an undertaking to setup office in MMR, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per <b>Annexure 9</b> Undertaking for Office in Mumbai Metropolitan Region</p>
<p><b>PQ 10</b></p>	<p>Certification: The bidder should have both the certifications as on last date of submission of bid:</p> <ul style="list-style-type: none"> <li>▪ ISO 9001:2015 or latest version OR</li> <li>▪ ISO 45001: 2018 or latest version.</li> </ul>	<p>Copy of valid Certificate as of the date of bid submission</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 11	<p><b>Blacklisting criteria:</b></p> <p>The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in <b>Rule 151 of GFR</b>, as on date of bid submission.</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in <b>Annexure 10</b> Declaration by the Bidder for not being Blacklisted /Debarred.</p>

### 3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.
2. 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.
3. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The TEC may seek input from their professional and technical experts during evaluation process.
4. MPCB reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process



### 3.3 Technical Evaluation Criteria

The Bids qualifying through the Minimum Eligibility Criteria will be graded as per the criteria mentioned in the table below:

Evaluation Criteria		Maximum Marks
<b>A</b>	<b>Bidder Experience (35 Marks)</b>	<b>35</b>
<b>A1</b>	<b>Annual average Turnover of last 3 years of the firm</b>	<b>5</b>
	i) up to INR 100 Cr	2.5
	ii) INR 101 Cr to INR 300 Cr	3
	iii) INR 301 Cr to INR 500 Cr	4
	iii) INR 501 Cr and above	5
<b>A2</b>	<b>Years of Operations in MMR in consultancy business in Real estate &amp; Infrastructure Sector</b>	<b>5</b>
	i) 15 to 20 Years	2.5
	ii) 20 to 25 Years	4
	iii) 25 years and above	5
<b>A3</b>	<b>Bidder should have satisfactorily completed projects as mentioned below for which consultancy is to be carried out in the last 7 years as per PQ5</b>	<b>10</b>
	i) 3 or more assignments each $\geq$ ₹140 Crores AND at least one project $\geq$ ₹280 Crores	10
	ii) 1 assignment $\geq$ ₹280 Crores	8
	iii) 2 assignments each $\geq$ ₹175 Crores	6
	iv) 3 assignments each $\geq$ ₹140 Crores	4

Evaluation Criteria		Maximum Marks
A4	<b>The Bidder must have experience in “similar works” during last Seven 7 years as on last date of submission of bid as per following details (Commercial buildings ≥ 3,00,000 sq. ft.)</b>	<b>5</b>
	More than 5 Ongoing/Completed FMAS Mandates	5
	More than 3 Ongoing/Completed FMAS Mandates	4
	1 Completed or Ongoing	3
A5	<b>The Bidder may possess the following valid ISO certifications as on the Bid Due Date (ISO 9001 + ISO 14001 + ISO 45001 + ISO 50001):</b>	<b>5</b>
	Possession of <b>all four certifications</b>	5
	Possession of <b>three</b> of the above certifications	3
	Possession mandatory <b>two</b> of the above certifications	2
A6	An additional 5 marks shall be awarded to Bidders possessing experience of at least 1 completed project of least 200 Cr. in providing end-to-end services- from Market Assessment & Feasibility, Bid Process Management, PMC Support and Market & Leasing—for Mixed-Use, Commercial, Office, or Institutional projects for Government or Semi-Government agencies within the last 7 years in MMR.	<b>5</b>

<b>B</b>	<b>Project Team (30 Marks)</b>	<b>30</b>
B1	<i>Project Director</i>	7
B2	<i>Project Lead</i>	4
B3	<i>Design Manager</i>	4
B4	<i>Procurement &amp; Contracts Manager</i>	3
B5	<i>Construction Manager</i>	3
B6	<i>Real Estate Expert</i>	3
B7	<i>Quality &amp; EHS (Environment, Health &amp; Safety) Manager</i>	3
B8	<i>MEP Project Manager</i>	2
B9	<i>Planning Engineer</i>	2
B10	<i>Safety Officer</i>	2
<b>C</b>	<b>Concept of development and methodology / strategy to proceed with the Project, Quality Assurance and Management</b> <ul style="list-style-type: none"> <li>▪ Understanding of project/SOW – 6</li> <li>▪ Approach &amp; Methodology - 8</li> <li>▪ Deployment plan, Operations and - 7 Monitoring plan</li> <li>▪ Concept &amp; innovative ideas - 4</li> <li>▪ Latest Project Management tool - 4</li> <li>▪ FM Transition &amp; Mobilization Plan -3</li> <li>▪ Risk Identification &amp; Mitigation in FM - 3</li> </ul>	<b>35</b>
<b>Total (A+B+C)</b>		<b>100</b>

Each position will be evaluated on the following parameters:

**Academic Qualification (20% Weightage of Position Marks):** Relevant graduate/postgraduate degree in Engineering, Architecture, Planning, Real Estate, Construction Management, EHS, or related fields. Additional certifications (PMP, NEBOSH, LEED, Contract Management, etc.) may earn bonus points within the allocated marks.

**Total Professional Experience (40% Weightage of Position Marks)** Experience in large-scale Commercial / Institutional / Mixed-Use / Government projects. Seniority and leadership roles in similar assignments.

**Relevant Project Experience (40% Weightage of Position Marks)** Similar roles performed in at least **3–5 comparable projects**. Experience in PMC, construction supervision, procurement, design coordination, EHS implementation, planning, or real estate advisory, as applicable. Track record of completing government or semi-government assignments.

**Example Mark Distribution for Each Personnel (Marks to be prorated based on the position's maximum marks)**

Criteria	Weightage
Academic Qualification	20%
Total Years of Experience	40%
Relevant Project Experience	40%

### 3.4 Technical Presentation

1. Bidder who meets the pre-qualification criteria shall be called for technical presentation (maximum duration of one hour) with respect to above technical evaluation criteria, approach, methodology for project implementation. Date, Time, and Venue for the Technical Presentation will be informed later to qualified bidders. MPCB reserves right to visit bidder's customer where such a similar project execution has taken place.
2. The presentation shall be done before TEC based on the criteria mentioned in the above table prior to financial bid opening. In case any bidder fails to give the Technical Presentation, the bid of the said bidder(s) shall be rejected.

### 3.5 Bid Evaluation

#### 3.5.1. Overview of the Evaluation process

1. The following methodology and weightages will be used for objective evaluation of each of the bids. The scoring criteria to be used for evaluation shall be as follows.
  - i. The bids from interested Bidders are invited through Procurement process.
  - ii. The evaluation will be done using Two (02) stage bid process:

- In the first stage, EMD and Pre-Qualification and Technical Proposals along with document checklist shall be opened and evaluated as per the criteria mentioned in the Bid document. Presentation shall be taken from all technically qualified Bidders.
  - In the second stage, the financial offer of the bidders fulfilling the minimum technical Eligibility criteria shall be opened for further evaluation. 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. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (TEC) to evaluate the bids.
  3. TEC shall review the prequalification proposal of the individual Bidder to determine whether the requirements as mentioned in Sections 3.1 and Sections 3.3 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification and technical proposals meet the requirements shall be selected for the opening of the financial proposal.
  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 qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
  6. The Bidders are required to quote their fee as per the commercial bid format.
  7. TEC may seek input from their professional, external experts in the Bid evaluation process.

### 3.5.2 Evaluation Process in QCBS

- a. Technical Bids receiving relative technical score greater than or equal to 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- b. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 80% and Relative Commercial Bid Score will get a weightage of 20%.
- c. TEC shall review the proposal of the Bidders to determine whether the requirements as mentioned in the Bid document are met. Incomplete or partial Proposals are liable for disqualification.
- b. The technical bid will be analysed and evaluated, based on **Quality and Cost Based Score**.
- c. The Bidders in compliance with the Eligibility Criteria mentioned in Section 3.1 and who successfully demonstrates proof of concept, shall be considered as “substantially responsive” bids.
- d. The marks awarded by the Evaluation Committee (EC) would be at its sole discretion and would be final. No plea of revision/reconsideration of the same shall be considered/entertained.
- e. Technical Bids receiving greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- f. The overall score will be calculated as follows: -

**Technical Score of the Bidder (TS) = Technical Marks scored by bidder X 80%**

The Bid having the Lowest Commercial Quote shall be awarded 100 Marks. Commercial score of all the bidders will be calculated on basis of following formula:

**Commercial Score of the Bidder (CS) = Commercial Quote of the Lowest Bidder x 100 x 20% / Commercial quote of the Bidder.**

g. **Final Composite Bid Score:**

The Technical Score (TS) and Commercial Score (CS) secured by each bidder will be considered for computing the Final Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project.

The overall score will be calculated as follows: -  $CBS = TS + CS$

Where

CBS = Final Composite Bid Score

TS = Total Technical score of the bidder (out of maximum of 100 marks) CS = Commercial Score of the bidder

Composite Bid Score of the Bidders for this bid shall be worked out as under:

Bidder	Technical Score	Commercial Score	Composite Score
	TS	CS	CBS= TS + CS
A			
B			
C			
D			

1. The preferred bidder shall be the agency securing the highest Final Composite Score.
2. In the event of two or more Bidders securing exactly the same composite score, then MPCB reserves the right to:
  - a. Declare the bidder whose technical score is highest, among the bidders who have secured exactly the same composite score as preferred bidder, or
  - b. Adopt any other method as decided by MPCB.
3. MPCB reserves the right to confirm the preferred bidder as Successful Bidder subject to negotiations and approval of competent authority. MPCB reserves the right to allocate all or in part to the next eligible bidder, in case the bidder securing the highest final composite score expresses his inability in execute the order in full or in part. However, the maximum business that can be allocated to the next eligible bidder is up to 30% of the total contract order.
  - a. The bidders should necessarily give the commercial details in the format given in this RFP. The commercial proposals should be given in the prescribed format only and in accordance with the details, terms, and conditions as mentioned in the RFP (hence the bidder is expected to understand the RFP in all respects).
  - b. In case the Successful Bidder does not quote for or provision for cost/expenses required to meet the requirements of the RFP, the Successful Bidder shall be solely responsible for those and shall provide them, without any additional cost to MPCB.
  - c. Please note that TEC may seek inputs/ clarification from their professional, external experts in the bid evaluation process
  - d. The Successful Bidder will enter into a Contract with MPCB and shall work in accordance with the Scope of Work mentioned in the RFP.

### 3.6 Selection and Award of Contract

1. Post the evaluation process indicated in Section above, MPCB will award the Contract to the Bidder who has obtained the Highest Composite Score.
2. In case MPCB is not satisfied with the performance of Bidder, MPCB reserves the right to terminate the contract with such Bidder.

### 3.7 Issuance of Work Order

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 (Letter of Acceptance- "LOA"). In the event of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After Work Order, security deposit to be submitted by the successful Bidder within the stipulated time mentioned in Work Order failing to do so MPCB may take necessary actions.

After issuance of Work Order, the Successful Bidder shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within Thirty (30) days.

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 may be cancelled and awarded to the other eligible agency who participated in the bid.

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

### **3.8 Signing of Contract Agreement**

1. The Service Provider shall enter into contract agreement with MPCB within Thirty (30) days from the date of issue of Work order issued to the Successful Bidder by MPCB.
2. Further, INR 2000 penalty will be levied per day if the contract is not signed within abovementioned time period.
3. If the signing of contract agreement is not completed within Two (02) months after receiving Work Order, then the offer made to the Successful Bidder shall stand annulled in case of default on the part of Successful Bidder.
4. Any expenses related to registration of Agreement shall be Borne by Successful Bidder.



## SECTION 4: SCOPE OF WORK

### 4.1 Project Overview

MPCB intends to develop a LEED/IGBC rated New Office building on a plot of ~3400.59 Sq.m leased from MMRDA at Bandra Kurla Complex. MPCB will occupy 30,000 sq.ft of the developed carpet area, with the remaining area to be leased to external parties. The Project Management Consultant (PMC) will provide comprehensive services from initial feasibility through to one year post-handover of the building.

1. The objectives of the consultancy service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions
2. The PMC shall act as the single-point professional agency and shall identify, appoint, contract, coordinate, and manage all design consultants and specialist agencies required for successful execution of the Project. The Authority shall not directly appoint or contract with any design consultant.
3. The Architectural/Engineering Design Sub-Consultant shall be appointed by the PMC with the prior approval of MPCB, and the PMC shall retain single-point responsibility for design coordination, quality control, and integration of all disciplines. All designs shall be subject to review and approval by MPCB, and the PMC shall ensure that design development aligns with the Project objectives, cost estimates, timelines, and sustainability requirements.
4. The broad scope of services shall include but not limited to the following: Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.
  - a) In the process, the Consultant shall undertake supervision, monitoring and provide daily progress updates to maintain project schedule and within budget.
  - b) The Consultant shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
  - c) The Consultant shall conduct day-to-day site supervision to ensure that construction activities align with the approved plans and specifications, promptly addressing deviations, if any.
  - d) The Consultant shall maintain a continuous on-site presence to oversee daily operations, facilitate coordination among contractors, and ensure seamless communication between all stakeholders (including Design and Peer Review agencies) involved in the project.
  - e) The Consultant shall ensure that all the project components are carried out in full compliance with the engineering design, technical specifications and contract conditions.
  - f) The Consultant shall prepare adequate and correct documentation of the project with contractual compliance.

- g) Consultants are required to plan and implement best site management practices for construction, environment, health, and safety during the course of project

5. The entire scope of work can be broadly classified into **Eight phases:**

### **Phase 1: Feasibility Assessment and Development Strategy**

The Project Management Consultant (PMC) will be responsible for the initial strategic planning and assessment phase of the project.

- **Detailed Feasibility Assessment:** Conduct a comprehensive feasibility study for the proposed office building, including market analysis for leasing potential and site assessment for development opportunities.
- **Development Models:** Develop and evaluate various development models and structures (e.g., Public-Private Partnership, self-development) for MPCB's consideration This includes preparing financial viability analyses for each model.
- **Strategy Selection:** Assist MPCB in evaluating the proposed development models and selecting the most suitable option.

### **Phase 2: Provide Engineering & Architectural Design & Documents**

- **Project Goals Definition:** Clearly define project goals and objectives, ensuring alignment with MPCB's strategic aims and the requirements for a LEED/IGBC rating. This includes setting specific sustainability objectives such as energy efficiency, water conservation, and reduced carbon emissions.
- **Detailed Project Costing:** Prepare detailed construction budgets and overall project cost estimates.
- **Provide Engineering & Architectural Design & Documents:**
- **Project Documentation** includes conducting all site investigation & evaluation, topographic survey & geotechnical research, hydraulic & hydrological studies, pavement analysis, Environmental research& assessment of all existing conditions.
- Prepare concept-level building plans, area statements, and preliminary compliance calculations, obtain MPCB's approval, and submit the required drawings and documentation to the relevant statutory authorities for concept-level / in-principle approvals, including coordination during scrutiny and response to queries.
- **Architectural Designs** including preparation of Plans, Elevations, Sections, Perspective Drawings, Architectural Details, Design documentation etc. 3D Models and Walk through for the selected alternative concept plan.
- **Structural Design of the Building** including vetting of the Structural Design of the building. The vetting would be done by VJTI, IIT-Mumbai, COEP Pune or similar Institute as agreed upon by MPCB and the fees for the same would have to be borne by the Consultancy Firm.

- Detailed design & drawings of Water Supply, Sewerage, Drainage, Electricals, Air-conditioning, firefighting and other related ancillaries.
- Detailed Traffic Circulation Plan around the Terminus and the entry & exit of the buses coming from various directions into the Terminus.
- Environment impact assessment of the project, Environment assessment report and Environmental management plan.
- Any change in Architectural and other Designs of the building as may be suggested by an Expert Panel must be done by the selected bidder free of cost. Also, any other unavoidable change is to be done by the selected bidder free of cost.
- Submission of Drawings and Documentation for Statutory Approvals: Preparation, coordination, and submission of all required drawings, calculations, and supporting documentation to the relevant statutory and local authorities for obtaining building plan sanction and other applicable approvals and providing necessary assistance and coordination during the approval process. The responsibility for grant of approvals/sanctions shall rest with the competent statutory authorities.

### **Phase 3: Pre Construction Planning & Procurement Management**

The Project Management Consultant (PMC) will oversee the design and construction phases to ensure alignment with project objectives.

- **Timeline and Programming**
  - Prepare a Project Master Programme for the purposes of monitoring all activities and for assisting in the effective management of the Project by the Project Management Consultant. The Project Management Consultant must obtain the approval of MPCB for the said Project Master Programme, and it must identify all parts of the Project, detailing key design and construction milestones and summarizing all activities. The Project Management Consultant is to update the Project Master Programme at regular intervals and as necessary (but at least once every month) to reflect the current Project status and distribute copies of the approved Project Master Programme and updates thereof to all relevant parties.
  - For Pre-Contract stage: Level-3 PMP document to be developed & submitted for Authority approval within 1 month of PMC service contract award.
  - Identify any potential or actual delays to the approved Project Master Programme or other Programmes and propose recovery plans, subject to the approval of the Authority, to facilitate the achievement of the key milestone dates in particular sectional and over all completion dates
- **Bid Process Management:**
  - Prepare comprehensive bid documents for selection of General Contractor for the project
  - Manage the entire bid lifecycle, including issuing invitations to bid, conducting pre-bid conferences, addressing bidder queries, and receiving proposals.
  - Undertake thorough bid evaluation, analysis, and provide recommendations to MPCB for awarding contracts.
  - Assist MPCB in preparing and negotiating contracts with the selected vendors and consultants.

#### **Phase 4: Project monitoring and Implementation assistance**

- **Programme Setup and Governance:**

- Establish a robust programme governance framework, including defining controls and reporting structures.
- Develop a detailed overall programme plan, including a comprehensive project schedule with key milestones and deliverables.
- Manage resource allocation across the programme.

Establish clear communication protocols and reporting procedures for all stakeholders

- **Development and Construction Oversight:**

- Provide senior oversight of the Architect and EPC contractor in their administration of the construction contract.
- Plan and produce the document required for the Quality Assurance and Quality control for both the pre- construction and construction periods.
- For Pre-Contract stage: QA/QC document to be developed & submitted for Authority approval within 2 months of PMC service contract award.
- Continuously monitor project progress against the approved schedule and budget, implementing corrective actions as necessary.
- The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project, verify and certify the Building Contractor's bills to MPCB for payment.
- PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on-site quality checks. The PMC shall ensure the contractors carry out third-party test of materials and any equipment (preferably from a Government Institute like IIT/NIT/PEC/NABL Accredited Lab etc.), if required as per the provisions given in Works Contracts.
- PMC must deploy a Digital construction management solution (software) during the construction stage.
- Monitor schedules for design, procurement, approvals, tendering, awards and construction and integrate into the Project Manager's Project Master Programme.
- Proactively manage project risks and issues, developing mitigation strategies and taking corrective measures.
- Close monitoring and co-ordination of the contract and payment condition of all appointed consultants, designers and the contractors. Monitor and advice regarding payments to the consultants and Designers. Review submitted invoices along with terms of payment and project progress.
- Oversee the coordination of the Consultants and contractors with regard to site inspections, mockups, sample approvals etc.

- The Consultant will assess the commercial implications of variation claims including loss & expense/delay claims received by the contractor, following establishment of the validity of the variation/claim by the Technical Consultants / Engineer.
- Facilitate regular project meetings and ensure effective communication among all stakeholders.
- Oversee the process of obtaining all necessary building permits, approvals, and other entitlements.
- Ensure the implementation of green building strategies during the construction phase, including efficient waste management and monitoring the use of sustainable materials.
- **Quality and LEED/IGBC Compliance:**
  - Ensure adherence to high-quality construction standards.
  - Continuously monitor and manage the LEED/IGBC certification process throughout the design and construction stages.

#### **Phase 5: MPCB Office Space Fit-Out Management**

Following the handover of the base building, the Programme Manager will oversee the development of MPCB's dedicated office space.

- **Interior Fit-Out Oversight:** Oversee the detailed design and execution of the interior fit-out for MPCB's 30,000 sq.ft carpet area.
- **Procurement for Fit-Out:**
  - Assist MPCB in the selection and appointment of interior architects specializing in sustainable and efficient office design.
  - Manage the bid process for selecting qualified interior contractors.
  - Assist in negotiating contracts with the chosen interior architects and contractors.
- **Fit-Out Execution Management:** Manage the entire interior fit-out project, ensuring adherence to quality standards, budget, and schedule. Coordinate effectively with the base building management for seamless integration of services. Oversee the final handover of the completed office space to MPCB.

#### **Phase 6: Snagging, Commissioning, and Building Handover and Claims Management**

- **Claims Management:**
  - Implement methods and procedures to minimize the potential impact of claims.
  - Identify and advise on potential claim issues.
  - Assist and advise on the settlement of disputes or differences that may arise between MPCB and any Contractor or Consultant and attempt to resolve claims without recourse to formal dispute resolution.
  - Review and make recommendations on all claim notifications and submissions to or by the Authority.

- Coordinate the response to all claim notifications or submissions by Contractors and/ or Consultants and/ or suppliers.
- **Snagging (Punch Listing):** Assist MPCB and the PMC in conducting thorough inspections to identify defects or incomplete work (snags). Oversee the timely rectification of all identified snags by the EPC contractor.
- **Commissioning Oversight:** Oversee the comprehensive commissioning of all building systems, with a particular focus on energy-efficient systems (e.g., HVAC, lighting) and any installed renewable energy sources, ensuring they meet design specifications and LEED/IGBC requirements.
- **Building Handover to MPCB:** Manage the formal handover process of the completed building shell and core to MPCB. This includes ensuring the provision of all necessary project documentation, as-built drawings, operational manuals, and warranties.

### **Phase 7: Post-Handover Compliance Management (1 Year)**

For a period of one-year post-handover of the building to MPCB, The Project Management Consultant (PMC) will:

- **Contractual Compliance Monitoring:**
  - Monitor and ensure that all vendors (including the EPC contractor and interior contractors) adhere to their contractual obligations, particularly concerning defect liability periods.
  - Coordinate the collection, review and distribution of shop drawings, operations and maintenance manuals, security control schedules and keys to the operators.
  - Collect and hand over to operators all applicable warranties, guarantees and spare parts.
  - Review and coordinate the correction of remedial defects. Prepare necessary programme to avoid disturbance to normal operations.
- **Defect Management:** Coordinate with the relevant vendors for the prompt rectification of any defects that may arise during the defect liability period. Manage and coordinate all activities related to project close out throughout any defects liability or maintenance period.
- **Operational Support:** Provide assistance to MPCB in initial operational aspects related to building systems and sustainable practices as needed.

### **Phase 8: Integrated Facility & Asset Management Service (For a period of 3 years)**

#### **1. Housekeeping Services – Scope of Work**

- **Daily Services**
  - Upkeep and cleaning of floors in reception areas, basement, lift interiors, corridors, general areas on each floor, lobbies, doors, windows, staircases, terrace, pathways, walkways, paved areas, library and cafeteria using approved branded chemicals and liquid soap as approved by MPCB.
  - Collection, segregation and disposal of wastepaper and garbage as per MPCB guidelines.
  - Thorough cleaning and continuous upkeep of toilets including wash basins, tiles and sanitary fittings.

- Replenishment of sanitary consumables including toilet rolls, odour fresheners, naphthalene balls, urinal cleaners and liquid soap twice daily.
- Cleaning and upkeep of yards, removal of dry leaves and debris.
- Cleaning and upkeep of canteen kitchen and dining areas, including garbage disposal.
- Cleaning and maintenance of glass partitions on all floors.
- Polishing of brass railings and nameplates; cleaning and sanitisation of elevators.
- Internal shifting of materials, furniture, records and dispatch of documents/dak as instructed.
- **Weekly Services**
  - Vacuum cleaning/washing of entry carpets.
  - Mechanical scrubbing, washing and polishing of floor areas.
  - Removal of cobwebs, dust, insects and pests.
  - Cleaning of windows and venetian blinds.
  - Cleaning of ceiling fans, AC grills and lighting fixtures.
  - Washing and disinfecting of dustbins and buckets.
  - Cleaning of partition glass using approved glass-cleaning agents.
  - Detergent-based cleaning of sanitary ware.
  - Application of permitted pesticides in office and conference areas.
  - Specialised cleaning of computers, peripherals and electronic equipment.
- **Fortnightly Services**
  - Terrace cleaning using hard brooms/brushes.
  - Cleaning and upkeep of meter rooms.
  - Cleaning of laminated partitions using non-detergent soap solutions.
  - Deep cleaning of canteen
  - Cleaning of PVC chairs and wooden furniture in canteen areas.
  - Pest control treatments.
- **Monthly Services**
  - Vacuum cleaning and shampooing of carpets.
  - Polishing and oiling of door closers, handles and brass fittings.
  - Cleaning of murals, artworks, photo frames and idols.
  - Minor touch-up painting and polishing as required.
- **Quarterly Services**
  - Dry and wet vacuuming of sofas, carpets, chairs and blinds.
  - Cleaning of rainwater harvesting ducts.
  - Cleaning of overhead and underground water tanks.

- Cleaning of sewerage lines.
  - Protective painting of metal works and AHU supports.
  - External façade cleaning using suspended cradle systems.
  - Steam cleaning and disinfection of toilets and glass areas.
  - Shampooing of conference areas and floor wax polishing.
  - High-pressure water jet cleaning of yard areas.
- 2. Gardening & Landscaping Services**
- Complete gardening materials, tools, manure and consumables shall be provided by the contractor.
  - Deployment of gardeners in general shift (08:30 hrs to 17:30 hrs).
  - Daily maintenance of lawns, shrubs, hedges and flower beds including watering, pruning, mowing and fertilisation.
  - Regular application of insecticides, pesticides and manure for healthy landscaping.
- 3. Pest Control Services**
- Comprehensive pest control covering general pests, rodents and termites.
  - Anti-termite treatment for wooden surfaces and exhaustive disinfestation.
  - Routine pest control on a fortnightly basis.
  - Treatments to be carried out post office hours or as scheduled with the Officer-in-Charge.
- 4. Fire Fighting System Coordination**
- Operation and coordination of fire alarm, hydrant and sprinkler systems through qualified personnel.
  - Round-the-clock deployment of fire supervisor and firemen.
  - Regular patrolling and safety surveillance.
  - Emergency rescue operations including lift rescue
  - Fire drills, equipment inspection, hose reel rotation and extinguisher checks.
- 5. Air Conditioning (AC) System Coordination**
- Monitoring and coordination with OEM/AMC vendors for smooth operation of chillers, AHUs, ventilation and packaged AC units
- 6. Electrical Operations & Maintenance**
- Deployment of licensed electricians and an electrical supervisor.
  - Operation and maintenance of LT/HT panels, UPS rooms, battery rooms, pumps and solar installations.
  - Preventive and breakdown maintenance of electrical systems.
  - Emergency response, statutory coordination and maintenance of logs and records.
  - Provision of tools, PPE, testing instruments and safety equipment.



## **7. Façade Cleaning Services**

- Cleaning of external façade including ACP cladding, glass panels and granite surfaces using approved access systems and safety norms.

## **8. Asset Management – Detailed Scope**

- Asset lifecycle management including asset register creation and updates.
- Planned preventive maintenance (PPM) schedules for all MEP assets.
- Energy management and optimisation aligned with IGBC/LEED requirements.
- Vendor and AMC management.
- Statutory compliance management and audit support.
- Budgeting, cost control and CAPEX/OPEX planning.
- Risk management, safety audits and incident reporting.
- Provide services as required with respect to payment certificates and obtaining the contractor's Final Certificate
- Monitor the Contractor and Engineer / Supervision Consultant on the issues regarding remedying defects and final completion in accordance with the terms of the contract.
- Maintain records necessary to safeguard the Client's rights under the Construction Contracts.
- Witness testing & commissioning of all utilities and certify the same.
- Provide project completion report which shall contain all technical, functional and financial information of the project.

## **Key Deliverables from Project Management Consultant**

The Project Management Consultant (PMC) will be expected to provide, but not be limited to, the following deliverables:

- Feasibility Study Report, including development model analysis and recommendations.
- Concept, Schematic and Detailed Design Documentation, including plans, sections, elevations, layouts, and design narratives.
- Good for Construction (GFC) Drawings for all disciplines, fully coordinated and clash-free.
- Statutory Submission Drawings and Documentation.
- Obtained Statutory Approvals, Permissions and NOCs from relevant authorities.
- Detailed Project Cost Estimates and Budgets.
- Assistance to Authority in Bid Evaluation Reports, and recommendations for all appointed contractors or general contractor.
- Overall Project Management Plan, incorporating detailed schedules, governance structures, risk management plan, quality plan, and communication plan.
- Monthly/Weekly Progress Reports, Status Updates, and Performance Dashboards for MPCB and other key stakeholders.
- Documentation related to vendor/consultant selection and contract finalization.

- Oversight and monitoring reports for design, construction, and fit-out phases.
- Comprehensive Handover Documentation Package.
- Post-handover compliance and defect monitoring reports.
- FM Mobilisation Plan and Standard Operating Procedures (SOPs).
- Manpower Deployment Plan and Shift Rosters.
- Fire & Life Safety Operation and Compliance Reports.
- Electrical, HVAC and Utility O&M Logs.
- Annual OPEX Budget, Cost Control and Performance Review Reports.

### Exclusions from Scope

The following items are typically excluded from the Project Management Consultant's scope of work, unless specifically agreed otherwise:

- Undertaking physical construction activities (which are the responsibility of the EPC contractor).
- Providing formal legal advisory services (though assistance in contract preparation is included).
- Making statutory fee payments on behalf of MPCB.
- Securing project financing for MPCB (though feasibility studies and proformas will support MPCB's financing efforts).

## 4.2 Resource Deployment

The table below presents the proposed deployment of key personnel across different project phases. Resource engagement is indicated as full-time, intermittent, or as needed, based on project requirements, with on-site deployment identified where applicable.

Role	Pre-Construction	Construction	Fit-Out	Post-Handover	Deployment
Project Director	Intermittent	Intermittent	Intermittent	Intermittent	Intermittent
Project Lead	Full-time	Full-time	Full-time	Full-time	On Site
Real Estate Expert	Intermittent	As Needed	As Needed	As Needed	As Needed
Program Manager	Full-time	Full-time	Full-time	Full-time	On Site
Design Manager	Intermittent	Intermittent	Intermittent	As Needed	Intermittent
Contracts & Billing Manager	As Needed	Full-time	Full-time	As Needed	On Site
Construction Manager	As Needed	Full-time	Full-time	As Needed	On Site
APM-Civil	As Needed	Full-time	Full-time	As Needed	On Site
Planning Engineer	As Needed	Full-time	Full-time	As Needed	On Site

APM-Civil-Finishes	As Needed	Full-time	Full-time	As Needed	On Site
MEP-PM	As Needed	Full-time	Full-time	As Needed	On Site
MEP-APM	As Needed	Full-time	Full-time	As Needed	On Site
Façade Manager	As Needed	Full-time	Full-time	As Needed	On Site
BIM Coordinator	As Needed	Full-time	Full-time	As Needed	On Site
Project Engineer-Civil	As Needed	Full-time	Full-time	As Needed	On Site
Safety Officer	As Needed	Full-time	Full-time	As Needed	On Site

### Notes

- **Full-time at Project Site:** Project Manager, Project Controls Specialist, Administrative Support, Construction Manager (during construction), ensuring daily coordination and prompt issue resolution.
- **Intermittent deployment:** Senior/technical specialists (Programme Director, Design Manager, etc.) are deployed as per project requirements, critical milestones, or key decision points.
- **Scalability:** Team size and deployment can be adjusted based on project phase and workload.
- **Local Knowledge:** Real Estate Expert should have strong Mumbai market experience.

### Credentials of Team Members

Key team, support staff and subject matter experts shall be required for implementation of the project scope. The Program Management Team shall consist of the following personnel (the “Personnel”) who shall discharge their respective main responsibilities as specified below:

Sr. No.	Project Team	Years of Exp	Experience	Desire Qualification
1	Project Director	20 to 25 Years	20+ years’ experience in programme management of large-scale commercial/green building projects. Overall leadership, client interface, strategic decision-making, escalation point.	Postgraduate in Engineering/Architecture/Construction Management or MBA.
2	Project Lead	15 to 20 Years	12+ years’ experience in managing commercial building projects.	Graduate/Postgraduate in Civil Engineering/Architecture/Construction Management.
3	Real Estate Expert	10-15 Years	12–15 years of experience in real estate advisory and transaction support for commercial, mixed-use, institutional,	Graduate/Postgraduate in Real Estate, Urban Planning, Economics, Finance, Business Administration, or related fields.

			or government-sector projects.	
4	Program Manager	10 to 15 Years	12+ years' experience in managing commercial building projects.	Graduate/Postgraduate in Civil Engineering/Architecture/Construction Management.
5	Design Manager	10 to 12 Years	10+ years' experience in design management	Graduate in Architecture/Engineering
6	Contracts & Billing Manager	10 to 15 Years	10+ years' experience in procurement and contracts for large real estate or infrastructure projects.	Postgraduate/Graduate in Engineering/Management/Law .
7	Construction Manager	10 to 15 Years	10+ years' experience in construction management of commercial buildings.	Graduate in Civil Engineering.
8	APM-Civil	8 to 10 Years	8+ years' experience in construction management of commercial buildings.	Graduate in Civil Engineering.
9	Planning Engineer	10 to 15 Years	BE/BTech, degree/diploma in construction management with min 8 years of experience in project planning on large-scale projects	ME/MTech, PMP Certified (or equivalent)
10	APM-Civil-Finishes	10 to 15 Years	10+ years' experience in procurement and contracts for finishes in large real estate or infrastructure projects.	Diploma / graduate
11	MEP-PM	10 to 15 Years	8+ years' experience in MEP coordination for commercial projects.	Postgraduate in Mechanical/Electrical Engineering.
12	MEP-APM	8 to 10 Years	8+ years' experience in MEP coordination for commercial projects.	Graduate in Mechanical/Electrical Engineering.
13	Façade Manager	10 to 12 Years	BE/BTech in Civil engineering, Structural Engineering Or Architecture, with min 6 years of experience in facade system & project management on large-scale projects	ME/ MTech- Structural, PMP Certified (or equivalent)
14	BIM Coordinator	6 to 8 Years	6+ years' similar experience in of commercial buildings.	Civil / Mechanical / Electrical / Architecture

15	Project Engineer-Civil	6 to 8 Years	6+ years' experience in construction management of commercial buildings.	Graduate / diploma
16	Safety Officer	10 to 12 Years	Bachelor's degree in safety management, occupational health and safety, environmental science, or industrial engineering along with 10 years of experience in Highrise building project. Additionally the person must have certified Safety professional (CSP) or Certified Industrial Hygienist (CIH) along with safety program management skills.	PG / Diploma or equivalent

#### 4.3 Resource Requirement Facility Management Services

The Successful Bidder shall ensure the deployment of the requisite number of skilled, personnel Supervisor as specified in the accompanying table. All technical manpower shall comprise experienced professionals possessing the necessary qualifications to execute the scope of work outlined in this RFP. These personnel must be adequately trained in their respective domains, and the Bidder shall conduct annual refresher training programs to validate and maintain their proficiency.

The successful Bidder shall submit a detailed Resource Deployment Plan for the Facility Management scope, including proposed manpower strength, roles and responsibilities, deployment schedule, and reporting structure, as part of the Technical Proposal under the current RFP.

The Successful Bidder shall be obligated to deploy the required resources in accordance with the deployment schedule finalized at the time of execution of the Facility Management Agreement. The Facility Management Agreement shall be executed prior to the date of Provisional Completion / Handover of the Project to ensure seamless transition from construction to operations.

#### 4.4 Miscellaneous Provisions for Integrated Facility & Asset Management Scope

1. The Facility Management Advisory and Supervision Services (FAMS / FMAS) Agency shall be engaged on a Cost-Plus basis, in view of the Project being presently at the design stage, wherein the exact scope and manpower requirements are subject to refinement during the course of the Project.
2. The Employer shall reimburse the FMAS Agency for the actual, reasonable, and verifiable costs incurred towards deployment of approved FMAS manpower and other authorized resources required for the assignment. All such costs shall be supported by documentary evidence and shall be subject to verification and certification by the Employer.
3. In addition to the reimbursable costs, the FMAS Agency shall be paid a fixed Management Fee equivalent to Eight Percent (8%) of the approved reimbursable costs.

4. Payments shall be made on a monthly basis against submission of duly certified invoices. Each invoice shall clearly indicate: Actual reimbursable costs incurred during the billing period; and Management Fee calculated at 8% of such approved actual costs.
5. Reimbursable Costs shall mean the actual, reasonable, and verifiable costs necessarily incurred by the FMAS / FAMS Agency in performance of the Services under this Contract and approved by the Authority.
6. The Management Fee of 8% shall be deemed to include full compensation towards:
7. Advisory and supervisory services, corporate overheads and administrative expenses, Profit, contingencies, and business risk of the FMAS Agency. No additional charges, overheads, or mark-ups shall be payable beyond the aforesaid Management Fee.
8. The Employer shall have the right to audit all cost claims. Any cost found to be unjustified, unapproved, or not in accordance with the Contract shall be disallowed, and the corresponding Management Fee calculated on such disallowed cost shall also stand reduced accordingly.
9. The scope of services to be undertaken by the Facility Management Advisory and Supervision Services (FMAS) Agency shall include, but shall not be limited to, the activities described herein and elsewhere in the Contract. The FMAS Agency shall be responsible for appointing suitable agencies for execution of the approved Facility Management works, subject to the approval of the Authority/Employer, and for overall monitoring, supervision, coordination, and performance management of such agencies.
10. The FMAS Agency shall also deploy qualified FMAS personnel at site on a full-time basis, including supervisory and technical personnel, as proposed in the Technical Proposal and approved by the Authority. Such personnel shall be deployed in shifts as finalized in the FMAS Agreement between the Authority and the Successful Bidder, to ensure uninterrupted supervision and effective oversight of Facility Management operations. The FMAS Agency shall remain fully responsible for the performance, availability, and conduct of all deployed personnel and appointed agencies in accordance with the provisions of the Contract.

Sr. No.	FM Project Team	No. of Key Personnels Deployed
1	Facility Manager	1 Nos.
2	Asst. Facility Manager (Tech)	1 Nos.
3	Facility Engineers (3 Shifts)	3 Nos.
4	Facility Executives	2 Nos.
5	Facility Helpdesk Executive	1 Nos.
6	Front Office Executive	1 Nos.

11. All personnel deployed by the FMAS Agency for performance of the Services shall possess relevant qualifications and shall have experience of having worked on at least one (1) similar assignment/project of comparable nature and complexity.

#### 4.5 Timelines for Integrated Facility & Asset Management Scope

##### Frequency of Housekeeping Services

S. No.	Sub Services as defined in scope of work	Frequency of Service Delivery (Min.)
1.	Cleaning, dusting and Sweeping Services	Daily (Twice), As and When required
2.	Waste Management	Daily
3.	Dry Cleaning / Vacuuming	Daily
4.	Glass Surface Cleaning	Daily
5.	Washroom Cleaning (to be carried out as and when required)	Daily
6.	Cleaning of Carpets	Daily
7.	Open area inside MPCB Campus building including/Park Garden	Daily
8.	Cleaning of Signage boards, paintings, name plates, planters	As and when required
9.	Office & Conference Meeting Management	Daily, As and When Required
10.	Pest Control Services	Once in every six months
11.	Floor Cleaning by use of scrubbing machine	Once in a week
12.	Cleaning of electrical equipment, computer items and accessories, electronic equipment, curtains and office furniture	Once in a week
13.	Cleaning of External Facade, overhead & underground tank, (water and sewage tank) boundary walls	Once in a Quarter
14.	Clearing of drainages	Once in a week
15.	Refilling : Housekeeping supplies like toilet rolls, soap	Daily/ Refilling will be done as per need basis also
16.	Weed removal, trimming, cutting, manuring, showing sunlight to indoor plants, replacement of dead plants	Regularly
17.	Cleaning of workstations, cabins and other rooms i/c fitness room	Daily
18.	Clearing of dustbins from workstations	Daily
19.	Garbage Disposal	Daily
20.	Micro cleaning of office equipment's such as PC's, printers, fax machines, Photocopiers, TV, etc.	Weekly
21.	Micro cleaning Workstations, cabinets, other furniture such as tables and chairs	Weekly

The list provided above is illustrative in nature and shall not be construed as exhaustive. The Successful Bidder shall be responsible for undertaking all cleaning activities as and when directed by the designated Nodal Officer of MPCB. Such directions may include additional tasks beyond those specified in the indicative list, and the Bidder shall ensure timely compliance with all instructions to maintain the required

standards of hygiene and cleanliness across the premises.

### **Frequency of the Facility Management Services**

<b>S. No.</b>	<b>Services as defined in scope of work</b>	<b>Sub Services as defined in scope of work</b>	<b>Frequency</b>
1	HVAC Operation & Maintenance	- Daily monitoring of temperature and system performance - Preventive maintenance of HVAC units	Daily monitoring; Preventive maintenance – Monthly
2	Lift Operation & Maintenance	- Operational checks - Safety inspection - Lubrication and minor repairs	Daily operational checks; Safety inspection – Monthly
3	Electrical Systems (DG set, Light and Fans etc.)	- Inspection of panels and wiring - Lighting checks - Emergency backup system testing	Daily inspection; Backup system test – Weekly
4	Plumbing	- Leak detection and repair - Drainage cleaning - Water supply line checks	Daily checks; Drainage cleaning – Weekly
5	Carpentry	- Minor furniture repairs - Fixture adjustments	As required; Preventive check – Monthly
6	Gardening & Landscaping	- Plant watering - Pruning and pest control	Watering – Daily; Pruning – Monthly
7	Tools & Equipment Management	- Calibration of instruments - Inventory check	Calibration – Quarterly; Inventory check – Monthly

### **Frequency of Asset Management Services**

<b>S. No.</b>	<b>Services as defined in scope of work</b>	<b>Sub Services as defined in scope of work</b>	<b>Frequency</b>
1	Asset Lifecycle Management	Creation and maintenance of asset register; tracking asset life, performance and replacement planning	One-time creation; Continuous updates
2	Planned Preventive Maintenance (PPM)	- Preparation and implementation of PPM schedules for all MEP systems and assets	As per approved PPM schedule
3	Energy Management & Optimization	- Monitoring and optimization of energy consumption aligned with IGBC / LEED requirements	Monthly



4	Vendor & AMC Management	- Monitoring performance of vendors and AMCs; SLA compliance and renewals	Continuous
5	Statutory Compliance Management	- Management of statutory inspections, licenses, renewals and audit coordination	As per statutory timelines
6	Budgeting & Cost Control	- Preparation and monitoring of OPEX / CAPEX budgets and cost optimization	Annual / Quarterly review
7	Risk & Safety Management	- Safety audits, risk assessments, incident reporting and corrective actions	Monthly / As required
8	Payment Certification Support	- Assistance in verification of bills, payment certificates and obtaining Final Certificate of contractors	As required
9	Defect Monitoring & Closure	- Monitoring contractors and Engineer / Supervision Consultant for defect rectification and final completion	During DLP
10	Contract Records Management	- Maintenance of records to safeguard Client's rights under construction contracts	Continuous
11	Testing & Commissioning Support	- Witnessing testing & commissioning of utilities and certification thereof	As & when required
12	Project Completion Reporting	- Preparation of Project Completion Report covering technical, functional and financial details	One-time (at completion)

**Work areas covered under this comprehensive annual contract for housekeeping**

S. No.	Areas	Brief Scope of Daily Works
1	Manager's role/duties	Overseeing the entire work in the campus and management & co-ordination with designated MPCB officials & contractors for smooth functioning of day to day activities operations.
2	Supervisors' roles/duties	Supervising/ monitoring the works of manpower deployed for the work with proper recording of works and taking approval from the designated MPCB officials

3	House Men / Women	Cleaning, dusting, sweeping, and mopping all the areas including cabins, passages, stairs, floors, basement, electrical rooms, glass panels, parking area, external Facade, overhead & underground tank (water and sewage tank). lift lobby, common passage area walls, inside glass partition, doors, chairs, workstations, cubicles, toilets, sub-station buildings, basement, meeting/conference room, terraces, lift machine room, etc. and all the other area of the premises. Cleaning of all electrical, electronics, computer equipment etc. as per RFP scope of work
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#### 4.6 Project Timeline

S. No.	Milestone	Timeline (T)
1.	Submission & approval of Feasibility Report and Development Strategy	T0+ 1 Month
2.	Approval of Concept Design	T0+ 2 Months
3.	Approval of Schematic Design & Updated Project Cost	T0+3 Months
4.	Approval of Detailed Design, GFC Drawings & Statutory Submissions	T0+ 5 Months
5.	Award of EPC / General Contractor & Fit-Out Contractor	T0+6 Months
6.	Construction & Fit-Out Execution (pro-rata, monthly)	T6 to T48 Months (As per Construction Schedule)
7.	On Commissioning, Building & Fit-Out Handover	T0+48 Months
8	Post Handover – Integrated Facility and Asset Management Services	3 Years Post Handover

Note: "T0" represent the date of signing of the contract

#### 4.7 Payment Terms

- The fee shall be fixed and firm for the entire duration of Phases 1 to 7.
- The quoted fee shall be inclusive of:
  - All design consultants' fees (Architect, Structural, MEP, Sustainability, Traffic, Peer Review, etc.)
  - PMC manpower (off-site and on-site)
  - Digital construction management platform
  - All overheads, travel, coordination, approvals support, profit and risk

Total Lump Sum Professional Fee (in INR) for providing Integrated Project Management Consultancy Services, including Project Feasibility, Design, Procurement Support, Construction Management, MPCB Office Fit-Out PMC, and One Year Post-Handover Support.

S. No.	Milestone	Phase	% of Fee
1.	Submission & approval of Feasibility Report and Development Strategy	Phase 1	15%
2.	Approval of Concept Design	Phase 2	10%
3.	Approval of Schematic Design & Updated Project Cost	Phase 2	10%
4.	Approval of Detailed Design, GFC Drawings & Statutory Submissions	Phase 2	15%
5.	Award of EPC / General Contractor & Fit-Out Contractor	Phase 3 & 5	15%
6.	Construction & Fit-Out Execution (pro-rata, monthly)	Phase 4 & 5	30%
7.	On Commissioning, Building & Fit-Out Handover	Phase 6	5%
<b>Total</b>			<b>100%</b>

#### Monthly Payment Mechanism (Construction Stage)

- Payments during construction and fit-out execution shall be made **monthly in proportion to elapsed time**, subject to:
  - Submission of monthly progress report
  - Certification by MPCB

#### 4.8 Invoicing and Payment Timeline

- The Project Management Consultant (PMC) shall be entitled to receive payment for services rendered strictly in accordance with the Payment Milestones specified herein.
- Each invoice shall be supported by Approved deliverables corresponding to the milestone
- **Monthly Invoice:** The portion of the fee earmarked for Construction and Fit-Out Execution shall be paid monthly on a pro-rata basis, linked to time elapsed and continued provision of services, and shall not be linked to the value of construction works.
- **Payment Due:** Within 21 days of invoice submission and acceptance by MPCB.
- **Taxes:** All payments subject to applicable taxes (GST, TDS, etc.) as per prevailing law.
- **Deductions:** Any statutory deductions (e.g., TDS) to be made by MPCB as per law.
- **Dispute Resolution:** Any disputes regarding time inputs or deliverables to be resolved through a mutually agreed mechanism.

**Summary Table: Payment Structure**

<b>Component</b>	<b>Basis</b>	<b>Frequency</b>
Phase 1 to Phase 7	Lump Sum Fee (Milestone-linked)	Milestone Linked
Phase 8	Integrated Facility & Asset Management (Phase 8 – 3 years)	Monthly Billing <b>8%</b> of the approved Reimbursable Costs.

## SECTION 5: PAYMENT TERMS

### 5.1 Payment Terms

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

- i. No advance payment shall be made by MPCB at the time of signing of Contract with the Successful Bidder
- ii. The lump-sum fee for Phase 1 to Phase 7 shall be linked to achievement of defined milestones as specified in the Scope of Work. Upon completion and acceptance of the deliverables corresponding to each milestone, the Successful Bidder shall be entitled to raise an invoice for the milestone amount, subject to certification by MPCB.
- iii. For Phase 8 - The Successful Bidder shall submit invoices on a monthly basis on a Cost Plus basis, comprising reimbursement of actual, reasonable, and verifiable Reimbursable Costs incurred in performance of the Services, together with a fixed Management Fee of Eight Percent (8%) calculated on such approved actual costs, subject to submission of an error-free invoice, satisfactory performance of services, and certification by the Department. Payments shall be released each month after receipt and acceptance of the invoice in accordance with the terms of the Contract.
- iv. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) Days of submission of invoice, after deducting applicable TDS, if any.
- v. **For Phase 1 -7**
  - a. Consolidated report detailing the activities/ initiatives/ tasks accomplished in the billing month such as:
    - Proof of Milestones Completion and Submission
    - Monthly/ Quarterly reports as mentioned in the scope of work
    - Key performance indicators (KPIs) and metrics relating to project schedule, cost control, quality, safety, and risk management.
  - b. Any other document may be required by MPCB.
- vi. **For Phase 8**

Invoices to be submitted along with following supporting documents:

  - Consolidated Invoice indicating reimbursable costs and applicable Management Fee, with clear cost break-up
  - Attendance register
  - Logbooks
  - Monthly Progress / Performance Report.
  - Any other documents as per requirement of MPCB
- vii. The payment to the Successful Bidder shall only be released post submission of invoices along with supporting documents as mentioned above.
- viii. Within Fifteen (15) days of MPCB issuing the Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to as mentioned in this document. The PBG shall be in the form of a guarantee/s of a Nationalised/scheduled Bank acceptable to MPCB and shall be valid for the tenure mentioned in document.
- ix. All the payments will be made after deducting penalties with applicable GST, if applicable.
- x. 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 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 Service Provider, 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 / KPIS

The date of delivery of the services stipulated in the acceptance of Work Order /LoA 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 Service Provider, or the cause of the delay is not in the control of the Service Provider.

S. No.	Penalty Type	Frequency	Penalty Amount
1	Deployment of project manpower	At project initiation and thereafter on monthly deployment, in accordance with the resource deployment plan proposed by the Service Provider and approved by MPCB.	<ul style="list-style-type: none"> <li>▪ 25% of the deduction amount as penalty for delay up to one (1) month.</li> <li>▪ 50% of the deduction amount as penalty for delay of more than one (1) month and up to two (2) months.</li> <li>▪ For delay beyond two (2) months, the penalty shall remain capped at a maximum of Fifty Percent (50%) of the applicable deduction amount, and shall not increase further.</li> </ul>
2	Deliverables	As per MPCB defined timeline	<ul style="list-style-type: none"> <li>▪ INR 10,000/ per week for delay in submission of each assigned deliverable beyond stipulated timelines.</li> </ul>
3	Monthly/ quarterly progress report	Within timelines mentioned in the scope of work	<ul style="list-style-type: none"> <li>▪ INR 1,000/ per day for delay in submission of the monthly report beyond stipulated timelines</li> </ul>

Note:

- Note: KPIs shall be measured only in respect of those deliverables, milestones, project activities, and Facility & Asset Management services that fall within the defined Scope of Work of the Successful Bidder and over which the Successful Bidder has direct managerial control or contractual responsibility.
- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Service Provider in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Service Provider.
- These penalties will be monitored and deducted for the entire Contract Period on a 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 Service Provider shall be capped at 10% (ten per cent) of the total monthly billing amount.
- 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 Service Provider.
- Due to any Force Majeure event, if the Successful Bidder is not able to meet the timeline of deployment on account of Govt. restrictions with regards to general movement, then both the party shall discuss and mutually agree revised timelines for deployment of resources. In case the selected agency fails to meet revised agreed timelines, the necessary KPI shall be applicable.
- MPCB will consider genuine request for extension of time, if so, made by the Successful Bidder immediately upon sensing the delay, taking into account the reasons for such extension and grant extension of time at their discretion.
- MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the Successful Bidder.
- The Key Performance Indicators for Facility Management & Asset Services under Phase 8 shall be defined, finalized, and mutually agreed between MPCB and the Successful Bidder prior to commencement of Phase 8, and shall be documented through a separate schedule, addendum, or Facility Management Agreement, as applicable.
- Upon finalization, the Facility Management & Asset Services KPIs shall be binding on both Parties and shall form an integral part of the contractual obligations for Phase 8, without retrospective application.

## **SECTION 7: ANNEXURES**

## **Annexure 1 Pre-Qualification Cover Letter**

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

To

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

**Subject:** Bid Submission Cover Letter for Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.

**RFP Reference No: MPCB/EE/01/2026**

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 Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.**

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, 5% 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 Day (180) days from the date of opening of Stage 1 bid and ready to extend the validity of the bid for further period as informed by MPCB. We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature :

Witness Name :

Witness Address :

---

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

## Annexure 2 Bidder's and Bidding 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, 3<sup>rd</sup> floor,  
Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022

**Subject:** Bid Submission Cover Letter for Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.

**RFP Reference No: MPCB/EE/01/2026**

**Dear Sir,**

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

S. No.	Description	Details/Information
1	Name of the firm	
2	Address	
3	Email	
4	Contact number/s (Tel / Mobile)	
5	Office address of Maharashtra	
6	Year of establishment	
7	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
8	Name of Office In charge of Mumbai	
9	Name, address and account number of the firm's banker(s)	
10	PAN of the firm	
11	GST registration number of the firm	
12	Number of Employees	
13	Any other information considered relevant.	

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

Signature of Authorized Signatory (with official seal)

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

### Annexure 3 Financial Declaration of Bidder

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

Place:

Date: DD/MM/YYYY

To

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

**Subject:** Bid Submission Cover Letter for Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.

**RFP Reference No: MPCB/EE/01/2026**

**Dear Sir,**

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

- Financial Declaration of Bidder

(Figures in INR)

Description	Financial Year		
	2022-23	2023-24	2024-25
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

The Average Annual Turnover for ..... (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the ..... (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 2022-23, FY 2023-24 & FY 2024-25)

This is to certify that the (insert name of Bidder) has a Positive Net Worth in each of the last three (03) (FY 2022-23, FY 2023-24 & FY 2024-25)

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

satisfaction by the.....(Name of the Company).

Signature of Chartered Accountant (with official seal)

Membership no. :

Name of the firm :

UDIN No. :

Address :

Telephone :

E-mail address :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2022-23, FY 2023-24 and FY 2024-24 shall submitted as supporting evidence.

### Annexure 4 Power of Attorney

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

Know by all men by these presents, We \_\_\_\_\_ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms\_(name and residential address of Power of attorney holder) who is presently employed with us and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management**’ including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For \_\_\_\_\_ Name

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

Accepted,

\_\_\_\_\_(Signature) (Name,  
Title and Address of the Attorney

Note:

- a) 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.
- b) The Power of Attorney shall be provided on Non – Judicial stamp paper of INR 500/-duly attested by Notary Public.
- c) 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 6 Project Citation (PQ & TQ)**  
(To be submitted on the Letterhead of the Bidder)

Place:

Date: DD/MM/YYYY

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

**RFP Reference No: MPCB/EE/01/2026**

**Dear Sir,**

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

**Details of past assignments / experience**

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

**Individual Project Citation Format**

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

**Note:**

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

Signature of Authorized Signatory (with official seal)

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

**Annexure 7 Format for Self-Declaration**  
(To be submitted on the Letterhead of the Bidder)

To,

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

**Ref: RFP for Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.**

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

**RFP Reference No: MPCB/EE/01/2026**

Dear Sir,

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

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail address :

### Annexure 8 CV Format

CV of the Key Manpower proposed to be submitted in the following format:

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

#### Certification

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

Place:

Date:

Signature of Candidate

Signature of authorized signatory of the bidder

## Annexure 9 Undertaking for Office in Mumbai Metropolitan Region

(To be submitted on the Letterhead of the bidder)

{Place, Date}

To,

**The Member Secretary,**

Maharashtra Pollution Control Board,

Kalpataru Point, 3<sup>rd</sup> floor, Opp. PVR Cinema,

Sion Circle, Sion, Mumbai-400 022

**Subject:** Undertaking for Opening Office in Mumbai Metropolitan Region

**RFP Reference No:** MPCB/EE/01/2026

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 office within the jurisdiction of Mumbai Metropolitan Region 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 Mumbai Metropolitan Region shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

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

Yours Sincerely,

\_\_\_\_\_  
Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

## Annexure 10 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, 3<sup>rd</sup> 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

**RFP Reference No: MPCB/EE/01/2026**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not debarred /blacklisted by any Government or PSU 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 11 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

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

**Sub: Request for Proposal for Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management.**

**Ref: RFP Notification number: MPCB/EE/01/2026**

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 **“Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

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, 5% of Total Contract Value as per the Financial Format of the RFP.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of One Hundred and Eighty (180) days from date of opening Stage 1 Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MPCB.

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.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail ID :

## 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, 3<sup>rd</sup> floor,  
Opp. PVR Cinema, Sion Circle, Sion,  
Mumbai-400 022

**Subject: Commercial Proposal Cover Letter for- Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management**

**Ref: RFP No: MPCB/EE/01/2026**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the RFP for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management for Maharashtra Pollution Control Board (MPCB) do hereby propose to provide Services as specified in the bidding documents.

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

7. Contract Performance Bank Guarantee: We hereby declare that in case the Contract / Order is awarded to us, we shall submit the Contract Performance Bank Guarantee in the form prescribed in the RFP.
8. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief. We also understand that if our bid is conditional in any way, it shall be summarily rejected.
9. We understand that our Bid is binding on us and that you are not bound to accept a bid you receive.
10. We confirm that no technical information or deviations are attached here with this Commercial offer.

We understand that our RFP is binding on us and that you are not bound to accept a RFP 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)**  
**(To be submitted on e-tender portal only)**

Financial Bid has to be entered online only. An Online Form, similar to the Financial Bid format given below, will be available to the Bidders on mahatender portal where Bidders would quote their offer.

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

S. No.	Item Description	INR Cr.
1.	Lump-Sum Professional Fee for Phases 1 to 7, covering Feasibility Study, Design Management, Statutory Approvals coordination, Construction & Fit-out Management, Testing & Commissioning, Handover, and Defect Liability / Close-out support, in accordance with the Scope of Work.	
	<b>Total</b>	

**Note:**

1. The quoted fee shall be inclusive of all costs, including manpower, supervision, coordination, reporting, overheads, and incidental expenses required for execution of the PMC services. The PMC fee shall be paid on a milestone-linked basis, with monthly pro-rata payments during the construction and fit-out execution stage, subject to submission of approved deliverables and certification by MPCB.
2. The fee for providing Facility Management Advisory and Supervision Services (FMAS) shall be on a Cost Plus basis, wherein payment shall be made towards actual, reasonable, and verifiable costs incurred for deployment of approved FMAS manpower and other authorized resources, plus a fixed Management Fee of Eight Percent (8%) of such approved actual costs.
3. Payments shall be released on a monthly basis, subject to deployment of approved manpower, submission of complete monthly invoices along with supporting documents, submission of monthly progress and performance reports, and due certification by MPCB. No lump-sum or fixed annual fee shall be applicable under this Contract. 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.
4. All costs shall remain valid for the entire duration of the contract.
5. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee Purchase Order for the bids submitted.
6. 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:

7. The PRICE BID has to be submitted online in the BOQ format provided.
8. Bidders are required to submit online commercial bid format
9. A copy of a commercial bid printed on letterhead (PDF file) to be uploaded on Mahatender portal.
10. All the prices are to be entered in Indian Rupees only.
11. 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.
12. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case:
  - The PRICE BID has to be submitted online in the BOQ format provided.
  - Bidders are required to submit online commercial bid format
  - A copy of a commercial bid printed on letterhead to be uploaded on Mahatender portal.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

## Annexure 14 Draft Conditions of Contract

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

This Agreement made and entered into at Mumbai on \_\_\_\_\_2026 between the, Maharashtra Pollution Control Board, with its Head Office at Kalpataru Point, 3<sup>rd</sup> & 4<sup>th</sup> 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 \_\_\_\_\_2026, on the terms & conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to **Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management** 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: MPCB/EE/2026/\_\_\_\_\_ dated \_\_\_\_\_2026
- 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 \_\_\_\_\_2026
- 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., ..... 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 01<sup>st</sup> April and ending on 31<sup>st</sup> 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 \_\_\_\_\_2026) 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 Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management for Construction of New Office Building at BKC, Mumbai
- 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 1<sup>st</sup> 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 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

MPCB agreeing to pay the amount of ₹..... (**Indian Rupees** ..... **Only.**) 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 .....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.

### 4. CONTRACT PERIOD AND EXPIRATION

The agreement is valid for a period of .....from date of issuance of the Work Order.

a) Phases 1 to 7 (IPMC Scope): Until completion of feasibility, design management, statutory approvals coordination, construction & fit-out management, testing & commissioning, handover and defect liability / project close-out obligations; and

b) Phase 8 (Integrated Facility & Asset Management): For a period of three (3) years post-handover, as specified in the RFP.

The contract may be extended based on the satisfactory performance of the Service Provider and mutual consent on same terms and conditions.

### 5. PAYMENT AND INVOICING TERMS

As per Section 5 of the RFP

### 6. KEY PERFORMANCE INDICATORS AND PENALTIES

- 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

### 7. PERFORMANCE BANK GUARANTEE

- a. Within Thirty (30) 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 5% 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 Thirty (30) 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.

## 8. AGREEMENT PERIOD

The Agreement for the Integrated Project Management Consultant (IPMC) services shall come into force from the date of issuance of the Work Order / execution of the Agreement, whichever is earlier, and shall remain valid and in full force until the completion of all IPMC services under Phases 1 to 7, including Feasibility Study, Design Management, Statutory Approvals coordination, Construction and Fit-out Management, Testing & Commissioning, Handover, and Defect Liability / Project Close-out obligations, unless terminated earlier in accordance with the provisions of the Contract.

The validity of the Agreement may be extended, if required, to cover delays in project execution or extended defect liability obligations, on the same terms and conditions or as mutually agreed in writing between MPCB and the Successful Bidder.

The Facility Management services shall be governed by a separate agreement or addendum, and the validity of this IPMC Agreement shall not be construed to extend automatically to the Facility Management phase unless specifically stated otherwise.

## 9. 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.

## 10. 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.

## 11. 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

## 12. 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.

## 13. 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/site location.

## 14. DEFAULT AND TERMINATION

### 14.1 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.

## 14.2 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.

## 15. 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 project, quality, safety, financial, statutory compliance, or facility operations audits, upon reasonable prior notice to the Service Provider.
- 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 project records, drawings, reports, asset registers, maintenance logs, compliance documents, and financial records relevant to the Scope of Work 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.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

In the event the dispute is still not resolved, either Party may refer the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended, and the arbitral award shall be final and binding on both Parties.

## **22. 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.

### **23. 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**.

### **24. 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.

### **25. 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.

### **26. 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.

## 27. 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.

## 28. TERMINATION

### a. Termination for MPCB Convenience

- i. MPCB may at any time terminate the Contract for any reason by giving the Service Provider a Thirty (30) days’ notice of termination that refers to this clause.
- ii. Upon receipt of the notice of termination under the above clause 28 (a) (i), the Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination:
  - (i) cease all further work, except for such work as MPCB may specify in the notice of termination for the sole purpose of protecting that part of the project already executed.
  - (ii) in addition, the Service Provider, subject to the payment specified in 28 (a)
  - (iii) shall deliver to MPCB all relevant data and documents prepared by the Service Provider as of the date of termination in connection with the Project.
- iii. Upon termination of Service Agreement, MPCB shall make the proportionate payment for services satisfactorily performed and accepted deliverables prior to the effective date of termination.

### b. Termination for the Service Provider’s Default

**28.2** MPCB, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Service Provider, referring to this clause:

- a. if the Service Provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Service Provider is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Service Provider takes or suffers any other analogous action in consequence of debt;
- b. if the Service Provider assigns or transfers the Contract or any right or interest therein in violation of the provision of clause on Assignment; provided that, where such assignment or transfer is capable of being cured, MPCB shall provide the Service Provider a notice of default and a cure period of Thirty (30) days prior to termination.
- c. if the Service Provider, in the judgment of MPCB has engaged in Fraud and Corruption, in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.

**28.3** If the Service Provider:

- a. has abandoned or repudiated the Contract
- b. has without valid reason failed to commence work on the project promptly
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d. refuses or is unable to provide sufficient materials, services, or labor to execute and complete the Project in the manner specified in the agreed Project Plan furnished under the Scope of Work at rates of progress that give reasonable assurance to MPCB that the Service Provider can complete the Project by the time or as extended
- e. if the Service Provider has engaged in corrupt, fraudulent, collusive, coercive, undesirable, or restrictive practice in competing for or in executing the Contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this Contract.
- f. if the Service Provider fails to furnish, renew and/or maintain the Performance Bank Guarantee in accordance with this Contract
- g. if the Service Provider assigns or transfers the Contract or its rights and obligations under this Contract without the prior written consent of MPCB
- h. if any of the Service Provider's representations and warranties are found to be false and/or misleading; or
  - i. if the Service Provider is in breach of any Applicable Laws.

then MPCB may, without prejudice to any other rights it may possess under the Contract, give a notice to the Service Provider stating the nature of the default and requiring the Service Provider to remedy the same. If the Service Provider fails to remedy or to take steps to remedy the same within Thirty (30) days of its receipt of such notice, then MPCB may terminate the Contract forthwith by giving a notice of termination to the Service Provider that refers to this clause 28 (b) (ii).

**28.4** Upon receipt of the notice of termination under clauses 28 (b) (i) or 28 (b) (ii), the Service Provider shall, either immediately or upon such date as is specified in the notice of termination:

- a. cease all further work, except for such work as MPCB may specify in the notice of termination for the sole purpose of protecting that part of the work already executed
- b. deliver to MPCB all relevant data and documents prepared by the Service Provider as at the date of termination in connection with the services

**28.5** In case of termination of the Contract prior to commencement of services due to a proven default of the Service Provider, MPCB shall be entitled to recover from the Service Provider actual, reasonable, and demonstrable costs or losses directly attributable to such termination, subject to due justification and submission of supporting documentation.

**28.6** If the termination takes place after the commencement, the Service Provider shall be entitled to be paid the Contract value attributable for work done. Any sums due to MPCB from the Service Provider accruing prior to the date of termination shall be deducted from the amount to be paid to the Service Provider under the Contract.

**28.7** If the termination takes place before commencement, the cost of completing the Project by MPCB as per the Contract shall be determined. The sum that the Service Provider is required to pay, pursuant to clause 28 (b) (iv), plus the reasonable costs incurred by MPCB in completing the Scope of Work, the Service Provider shall be liable to reimburse such money to MPCB. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.

**28.8** If the termination takes place after commencement, the cost of completing the remaining Scope of Work by MPCB as per the Contract shall be determined. If the pro-rata sum that the Service Provider is entitled to be paid for the operations period, pursuant to clause 28(b) (v), plus the reasonable costs incurred by MPCB in the completing the Scope of Work, exceeds the total pro-rata Cost of the Contract due, the Service Provider shall be liable to reimburse such excess money to MPCB. If such excess is greater than the sums due to the Service Provider for the operations period under clause 28 (b) (v), the Service Provider shall pay the balance to MPCB, and if such excess is less than the sums due to the Service Provider for the operations period under clause 28 (b) (v), MPCB shall pay the balance to the Service Provider. MPCB and the Service Provider shall agree in writing, on the computation described above and the manner in which any sums shall be paid.

## **29. Termination Due to Force Majeure**

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

## **30. Payment upon Termination**

Upon termination of this Contract pursuant to *clause 28 sub-clause c* the MPCB shall make the following payments to the Service Provider:

- 30.1** If the Contract is terminated pursuant to *clause 28 sub-clause c*, remuneration for all the Services satisfactorily performed prior to the effective date of termination.
- 30.2** If the agreement is terminated pursuant of *clause 28 sub-clause c*. The Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of *Quantum Merit* as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Service Provider will be required to pay any such liquidated damages to MPCB within Fifteen (15) days of termination date.
- 30.3** Where termination occurs after commencement of mobilization activities but prior to completion of measurable deliverables, the Service Provider shall be entitled to reimbursement of reasonable, actual, and demonstrable mobilization and demobilization costs. Such reimbursement shall be made on a quantum meruit basis, subject to certification by MPCB.

## **31. Delays in Service Provider's performance**

- 31.1** 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.

- 31.2** 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.

## **32. ASSIGNMENT AND SUBLETTING**

The Service Provider may, with prior written intimation to and approval of the Authority, engage sub-consultants or sub-agencies for components of the scope of work, as may be required for effective performance of the Services.

## **33. 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 it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- e. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable.
- f. Such events may include, but are not limited to:

### **(I) Non-Political Events:**

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

- (i) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire, or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- (ii) strikes or boycotts (other than those involving the Service Provider or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of Twenty-Four (24) hours and an aggregate period exceeding Seven (7) days in Financial Year
- (iii) any failure or delay of a Service Provider but only to the extent caused by another Non-Political Event 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 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.

### 34. 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.

f.

### **35. EXIT MANGEMENT**

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

### **36. 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.

### **37. 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.

### **38. INSURANCE TO BE TAKEN OUT BY THE CONSULTANT**

The Service Provider: (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the contract, and (ii) at the Client's request, shall provide evidence to the Client within fifteen (15) days of the request, showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services/ work.



### **39. REPLACEMENT OF KEY EXPERTS (Resources whose CVs shall be evaluated as part of the Technical Proposal)**

- a. Except as the Client may otherwise agree in writing and subject to sub-Clauses (i) – (iii) below, no changes shall be made in the Key Experts without the prior consent of the Client.
  - i. during the (first) 1st year of the Contract, the Consultant may change a maximum of one (1) Key Experts with the prior consent of the Client;
  - ii. during the (second) 2nd year of the Contract, the Consultant may change a maximum of (two) 2 Key Experts with the prior consent of the Client; and
  - iii. from the third (3rd) year of the Contract and for the rest of the term of the Contract, the Consultant may change maximum of fifty percent (50%) of the Key Experts forming part of the Expert Pool as on the date of commencement of the third (3rd) year of the term of the Contract.
- b. If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that Consultant's Personnel have engaged in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement for such Personnel.
- c. In the event that any of Personnel is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.
- d. The replacement of any Personnel shall possess equivalent or better qualifications and experience and shall be approved by the Client. The process for obtaining the approval of the Client for any Additional Resources or for replacement of a Key Expert must be followed for removal and replacement of any Personnel under this Clause 36.
- e. Except as the Client may otherwise agree: (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced or removed.
- f. Request for substitution of a Key Expert during the term of the Contract may be considered based on the Service Provider's written request and only in circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity of any Key Expert. In such case, the Consultant shall submit a written request for replacement of the Key Expert with a person of equivalent or better qualifications and experience, and at the same man month rate as per the final man month rate agreed between MPCB and the Project Management Consultant for such Key Expert being replaced. The request for replacement of a Key Expert should state in sufficient detail the reasons for the proposed replacement and should be accompanied by the CV of the substitute Key Expert with details of his experience and qualification. MPCB holds all rights to interview the resource and check for their fitment into the project.

#### **40. FINANCIAL PROPOSAL AND RESOURCE DEPLOYMENT DETAILS**

- i. **Man-Month Rates and Deployment for Phases 1 to 7 (IPMC Scope)**  
The Bidder shall submit, as part of the Financial Proposal, the man-month rates for each of the proposed Key Personnel identified under the IPMC scope (Phases 1 to 7). The Bidder shall also provide a recommended deployment schedule indicating the proposed duration, level of involvement (full-time / part-time), and phase-wise engagement of each Key Personnel across the project lifecycle.
- ii. The proposed deployment schedule shall be consistent with the Scope of Work, project milestones, and timelines indicated in the RFP and shall form the basis for assessment of resource adequacy during technical and financial evaluation. Any changes to the approved deployment schedule during execution shall be subject to prior approval of MPCB.
- iii. Phases 1 to 7 shall be used for evaluation purposes and shall also form the basis for invoicing and payments in accordance with the Payment Schedule specified in the RFP and the Agreement.
- iv. The Bidder shall ensure that all costs required for successful performance of the IPMC scope are included in the Financial Proposal. No additional claims shall be entertained on account of omission or underestimation of costs, except where expressly permitted under the Contract.
- v. The deployment schedule and manpower plan shall form part of the Technical Proposal and shall not include any financial information.

#### 41. INCLUSIVITY OF CONTRACT

This agreement shall be read along with its Annexures, the terms and conditions set out in the RFP No. \_\_\_\_\_, dated \_\_\_\_\_ 2026 and its corrigenda, Work Order No. MPCB/...../2026/....., dated \_\_\_\_\_ 2026, 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

Name

Maharashtra Pollution Control Board

Signature

Signature of Board's Authorized

Representative with Seal

Service Provider

Name

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

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-1: Price Schedule**

**Annexure-2: Scope of Work**

**Annexure-3: 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 15 Non-Disclosure Agreement

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

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

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for **Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management** (Hereinafter called the “Project”).
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
  - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
  - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
    - ii. restrict disclosure of the information solely to its employees, other members 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 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, 3<sup>rd</sup> floor,

Opp. PVR Cinema, Sion Circle, Sion,

Mumbai-400 022

Whereas <<name of the Service Provider and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management** (hereinafter called “the beneficiary”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>

- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Dated \_\_\_\_\_ Day of \_\_\_\_\_ 2026

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"

**Sub: Request for Proposal for Appointment of an Integrated Project Management Consultant for Feasibility Study, Design & Construction Management, And Post-Handover Asset Management**

RFP Ref. No. MPCB/EE/01/2026

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

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

### Annexure 18 Expert Deployment Schedule

S. No.	Designation / Role	Phase(s) of Deployment (1-7)	Proposed Level of Engagement (Full-time / Part-time)	Estimated Duration (Months)	Primary Responsibilities
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

- In addition to the tabular manpower deployment plan, the Bidder shall submit a phase-wise and time-based manpower deployment schedule in the form of a Gantt Chart covering the entire duration of the Project.
- CVs of Key Personnel shall be enclosed separately as per RFP requirements.
- Deployment shall be aligned with project milestones and timelines.

## **SECTION 8: CHECKLISTS**

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

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Document name & Page No.
PQ 1	<p><b>Legal Entity:</b></p> <p>The bidder should be</p> <ul style="list-style-type: none"> <li>▪ a Sole Proprietorship firm, registered under the Applicable Laws of India;</li> <li>▪ “A Company registered in India under the Companies Act 1956 or 2013 or</li> <li>▪ a partnership firm under the Indian Partnership Act, 1932 or</li> <li>▪ the Limited Liability Partnerships Act, 2008, (as amended from time to time)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Brief Profile of the Bidder along with <b>Annexure 2 Bidder’s and Bidding Firms Particulars</b></li> <li>▪ For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation</li> <li>▪ 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.</li> <li>▪ For Proprietorship firm: Registration under the Shops and Establishments Act of any State/ UT of India (if applicable)</li> <li>▪ Copy of valid PAN Card</li> <li>▪ Copy of valid GST Certificate with GST Number</li> <li>▪ Copy of Power of Attorney signed by legally authorized signatories as per <b>Annexure 4</b> Power of Attorney along with Board Resolution</li> <li>▪ <b>Annexure 5</b> Undertaking for not tendering under different names.</li> <li>▪ Any other supporting document, as may be required</li> </ul>	

<p><b>PQ 2</b></p>	<p><b>Average Annual Turnover:</b></p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2022-23, FY 2023-24, and FY 2024-25) of the bidder should not be <b>less than INR 100 Cr.</b></p>	<ul style="list-style-type: none"> <li>▪ Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years FY 2022-23, FY 2023-24, and FY 2024-25)</li> </ul> <p><b>Note:</b> Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per <b>Annexure 3</b> Financial Declaration of Bidder.</p>		
<p><b>PQ3</b></p>	<p><b>Net-worth Criteria:</b></p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY 2022-23, FY 2023-24, and FY 2024-25 and should not be less than 30 Cr.</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<ul style="list-style-type: none"> <li>▪ Duly filled Format for Financial years FY 2022-23, FY 2023-24, and FY 2024-25 to be submitted on the letterhead of the Chartered Accountant</li> <li>▪ Net worth Certificate duly certified by Statutory Auditor.</li> </ul> <p>Certificate from Statutory Auditor as per <b>Annexure 3</b> Financial Declaration of Bidder</p>		
<p><b>PQ4</b></p>	<p><b>Profit &amp; Loss Criteria:</b></p> <p>Profit before Tax should be positive in last three years.</p>	<p>Audited Financial Statements (Profit &amp; Loss Account and Balance Sheet) for the last three (3) financial years, duly:</p> <ul style="list-style-type: none"> <li>▪ Audited by a Chartered Accountant and Signed by the authorized signatory of the Bidder.</li> </ul>		

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/No)	Document name & Page No.
PQ 5	<p><b>Project Experience 1</b> Bidder should have satisfactorily completed projects as mentioned below for which consultancy is to be carried out:</p> <ul style="list-style-type: none"> <li>▪ Three (3) assignments of similar nature of work, each with cost of construction <math>\geq</math> Rs. 140 Crores (excluding tax) OR</li> <li>▪ Two (2) consultancy assignments, each with cost of construction <math>\geq</math> Rs. 175 Crores (excluding tax) OR</li> <li>▪ One (1) consultancy assignment with cost of construction <math>\geq</math> Rs. 280 Crores (excluding tax)</li> </ul> <p><b>Similar Nature of Work(s) means:</b></p> <p>a) The bidder must have prior experience in providing <b>comprehensive consultancy services for multi-storied commercial office buildings</b>, including:</p> <ul style="list-style-type: none"> <li>• Structural Engineering</li> <li>• Electrical, Mechanical &amp; HVAC Systems</li> <li>• Utility Services and Firefighting</li> <li>• Communication Systems (voice/data/networking/IT)</li> <li>• Access Control and Security Systems</li> <li>• Building Management</li> </ul>	<ul style="list-style-type: none"> <li>▪ Bidders shall submit copy of work order/ contract agreement having the relevant scope of Work or</li> <li>▪ Chartered Accountant certifying the total project value, supported by relevant Client Work Order/Agreement. In case the Completion Certificate does not explicitly mention the project value, the CA Certificate, along with supporting documents, shall be considered for establishing compliance with the minimum project value requirement.</li> <li>▪ Project citation as per format in <b>Annexure 6</b> Project Citation (PQ &amp; TQ)</li> <li>▪ Self-Declaration as per <b>Annexure 7</b> Format for Self-Declaration</li> </ul>	▪	▪

	<p>Systems (BMS)</p> <ul style="list-style-type: none"> <li>• Signage and Wayfinding</li> <li>• Vertical Transportation (Lifts)</li> <li>• External Development Works (street lighting, roads, drainage, etc.)</li> <li>• Site Landscaping, Green Zones and Horticulture</li> <li>• Interior Design, Furniture Planning and Layout</li> <li>• Facade Engineering and Aesthetic Enhancements</li> </ul> <p>b) Experience limited to commercial buildings such as malls, factories or warehouses shall be considered as Similar Work(s).</p> <p>c) The project cost refers to the total construction cost of the completed project, not the consultancy fee.</p> <p>d) The bidder must have successfully completed at least one (1) similar commercial office building project of G+12 floors or more / multistorey building in MMR (Mumbai Metropolitan Region)</p>			
<p><b>PQ 6</b></p>	<p>The Bidder shall have a minimum of fifteen (15) years of continuous operations in the Mumbai Metropolitan Region (MMR) in the Real Estate Advisory / Consultancy business within the Real Estate and Infrastructure</p>	<p>f) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of</p>		

	<p>sector. The Bidder should have experience in providing real estate advisory and consultancy services, including supervision and/or monitoring of projects. Relevant Work Order(s) / Agreement(s) and supporting documents shall be submitted as evidence.</p>	<p>incorporation, GST Registration Certificate, PAN Card.</p> <p>g) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating Similar Experience in MMR.</p> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder shall submit a Self-declaration certificate along with a CA certificate</i></p>		
<b>PQ 7</b>	<p><b>Project Management Experience</b></p> <p>Experience in Program Management / Project Management services for Urban Sector/ Residential/ Mixed Use / Commercial / office/ Industrial/ Warehousing/ Institutional for Govt./ Semi Govt. / Private. Agencies are ongoing and completed (work orders shall be provided) in last 15 years.</p>	<p>h) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of incorporation, GST Registration Certificate, PAN Card.</p> <p>i) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating:</p> <ul style="list-style-type: none"> <li>• Scope of consultancy services, Green Building Experience, ESG Experience</li> <li>• Nature of project (Real Estate / Infrastructure),</li> <li>• Role as PMC / Construction Manager / Engineer, and Project period.</li> </ul> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder shall submit a Self-declaration certificate along with a CA certificate</i></p>		



<p><b>PQ 8</b></p>	<p><b>Facility &amp; Asset Management Experience</b></p> <p>The Bidder should have experience in providing Facility Management Services for Urban Sector / Residential / Mixed Use / Commercial / Office / Industrial / Warehousing / Institutional projects for Government / Semi-Government / Private Agencies, covering ongoing and/or completed assignments during the last fifteen (15) years. The experience shall include integrated facility management services such as operations &amp; maintenance of buildings and services, MEP systems, HVAC, electrical systems, firefighting systems, plumbing &amp; sanitation, housekeeping, security coordination, and allied services. Relevant Work Order(s) / Agreement(s) shall be submitted as documentary evidence.</p> <p>The Bidder shall have experience of providing Integrated Facility Management Services for at least one (1) completed and/or ongoing commercial building project having area under management of not less than 3,00,000 (Three Lakh) square feet.</p>	<p>a) The Bidder shall submit any one of the following: Certificate of Incorporation issued by the Registrar of Companies (India), clearly indicating date of incorporation, GST Registration Certificate, PAN Card.</p> <p>b) Client-issued Work Orders / Agreements / Appointment Letters clearly indicating:</p> <ul style="list-style-type: none"> <li>• Nature of assets (Residential / Commercial / Industrial / Institutional, etc.)</li> <li>• Built-up area under Facility Management.</li> <li>• Contract period (start and end date / ongoing status) or</li> </ul> <p>j) Chartered Accountant's Certificate</p> <p><i>In case of the Non-Disclosure Agreement (NDA) Signed towards the project, bidder shall submit a Self-declaration certificate along with a CA certificate</i></p>		
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<p><b>PQ 9</b></p>	<p>Office in Mumbai Metropolitan Region (MMR):</p> <p>The bidder shall have a functioning support office in MMR or shall open office in MMR within Thirty (30) 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 (06) months from the Bid Due date) in the name of the bidder. In the absence of an existing office in MMR, the bidder must submit an undertaking to setup office in MMR, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per <b>Annexure 9</b> Undertaking for Office in Mumbai Metropolitan Region</p>		
<p><b>PQ 10</b></p>	<p>Certification: The bidder should have both the certifications as on last date of submission of bid:</p> <ul style="list-style-type: none"> <li>▪ ISO 9001:2015 or latest version OR</li> <li>▪ ISO 45001: 2018 or latest version.</li> </ul>	<p>Copy of valid Certificate as of the date of bid submission</p>		

S. No.	Minimum Eligibility Criteria- Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/No)	Document name & Page No.
PQ 11	<p><b>Blacklisting criteria:</b></p> <p>The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in <b>Rule 151 of GFR</b>, as on date of bid submission.</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in <b>Annexure 10</b> Declaration by the Bidder for not being Blacklisted /Debarred.</p>		

### Checklist for documents to be included in Technical Proposal

Parameter		Maximum Marks	Submitted (Yes/No)	Document name & Page No.
A	<b>Bidder Experience (35 Marks)</b>	<b>35</b>		
A1	<b>Annual average Turnover of last 3 years of the firm</b>	<b>5</b>		
	i) up to INR 100 Cr	2.5		
	ii) INR 101 Cr to INR 300 Cr	3		
	iii) INR 301 Cr to INR 500 Cr	4		
	iii) INR 501 Cr and above	5		
A2	<b>Years of Operations in MMR in consultancy business in Real estate &amp; Infrastructure Sector</b>	<b>5</b>		
	i) 15 to 20 Years	2.5		
	ii) 20 to 25 Years	4		
	iii) 25 years and above	5		
A3	<b>Bidder should have satisfactorily completed projects as mentioned below for which consultancy is to be carried out in the last 7 years.</b>	<b>10</b>		
	i) 3 or more assignments each $\geq$ ₹140 Crores AND at least one project $\geq$ ₹280 Crores	10		
	ii) 1 assignment $\geq$ ₹280 Crores	8		
	iii) 2 assignments each $\geq$ ₹175 Crores	6		
	iv) 3 assignments each $\geq$ ₹140 Crores	4		

Parameter		Maximum Marks	Submitted (Yes/No)	Document name & Page No.
A4	The Bidder must have experience in “similar works” during last Seven 7 years as on last date of submission of bid as per following details (Commercial buildings ≥ 3,00,000 sq. ft.)	5		
	More than 5 Ongoing/Completed FMAS Mandates	5		
	More than 3 Ongoing/Completed FMAS Mandates	4		
	1 Completed or Ongoing	3		
A5	The Bidder may possess the following valid ISO certifications as on the Bid Due Date (ISO 9001 + ISO 14001 + ISO 45001 + ISO 50001):	5		
	Possession of <b>all four certifications</b>	5		
	Possession of <b>three</b> of the above certifications	3		
	Possession mandatory <b>two</b> of the above certifications	2		
A6	An additional 5 marks shall be awarded to Bidders possessing experience of at least 1 completed project of least 200 Cr. in providing end-to-end services- from Market Assessment & Feasibility, Bid Process Management, PMC Support and Market & Leasing—for Mixed-Use, Commercial, Office, or Institutional projects for Government or Semi-Government agencies within the last 7 years in MMR.	5		

			Submitted (Yes/No)	Document name & Page No.
B	Project Team (30 Marks)	30		
B1	Project Director	7		
B2	Project Lead	4		
B3	Design Manager	4		
B4	Procurement & Contracts Manager	3		
B5	Construction Manager	3		
B6	Real Estate Expert	3		
B7	Quality & EHS (Environment, Health & Safety) Manager	3		
B8	MEP Project Manager	2		
B9	Planning Engineer	2		
B10	Safety Officer	2		
<b>C</b>	<b>Concept of development and methodology / strategy to proceed with the Project, Quality Assurance and Management</b> <ul style="list-style-type: none"> <li>▪ Understanding of project/SOW – 6</li> <li>▪ Approach &amp; Methodology - 8</li> <li>▪ Deployment plan, Operations and - 7</li> <li>Monitoring plan</li> <li>▪ Concept &amp; innovative ideas - 4</li> <li>▪ Latest Project Management tool - 4</li> <li>▪ FM Transition &amp; Mobilization Plan -3</li> <li>▪ Risk Identification &amp; Mitigation in FM - 3</li> </ul>	<b>35</b>		
	<b>Total (A+B+C)</b>	<b>100</b>		

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