

**MAHARASHTRA POLLUTION CONTROL BOARD**

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E-TENDER NOTICE NO: MPCB/JD(APC)/DisplayVan/2023-24

E-Tender Document for

“Supply, Installation & Commissioning of  
4 numbers of Mobile Display Van to Promote Awareness and Sustainability of  
Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board



**Maharashtra Pollution Control Board**

**महाराष्ट्र प्रदूषण नियंत्रण मंडळ**

**MAHARASHTRA POLLUTION CONTROL BOARD**

Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema,

Sion Circle, Sion (E), Mumbai –400022

Tel: 24010437/24020781/24014701, Fax: 24044533 / 24023515

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## DISCLAIMER

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

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

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

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

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

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

## 1 LIST OF ABBREVIATIONS

MPCB	Maharashtra Pollution Control Board
CPCB	Central Pollution Control Board
RO	Regional Office, MPCB
SRO	Sub-Regional Office, MPCB
HO	Head Office, MPCB
RFP	Request for Proposal in context
OEM	Original Equipment (Display Van) Manufacturer
BG	Bank Guarantee
PBG	Performance Bank Guarantee
LoA	Letter of Award
SLA	Service Level Agreement
LC	Letter of Credit
MoEF	Ministry of Environment and Forests, Govt. of India
IPO	Intellectual Property Owner
IPR	Intellectual Property Rights
CoOP	Certificate of Operation

## **2 DEFINITIONS**

### **2.1 BID**

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

### **2.2 BIDDER**

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

### **2.3 PROJECT**

To select an appropriate Supplier for “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board

### **2.4 REQUEST FOR PROPOSAL**

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

### **2.5 RESPONSIVE BIDDER**

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

### **2.6 CONTRACTOR**

Contractor is the successful bidder, who has been awarded the contract after due evaluation of technical and commercial bids and such a bidder has accepted the terms and conditions of the contract by signing the same. .

### **2.7 COUNTRY OF ORIGIN**

The place where the Display Van or component parts thereof are produced.

### **3 PROJECT CONCEPT & PROJECT NEED**

#### **3.1 BACKGROUND**

The importance of bamboo ecosystem & products lies not only in their environmental benefits but also in their ability to promote sustainable living and reduce the ecological footprint of human consumption. As the world becomes increasingly conscious of the need for sustainable practices, bamboo ecosystem & thereby its products play a significant role in providing eco-friendly alternatives to traditional materials. By opting for bamboo over less eco-friendly materials, individuals and businesses can contribute to a more environmentally conscious and responsible development. Over the period Bamboo plantation & subsequently products from bamboo have gained significance and popularity for several important reasons as it is a highly renewable and sustainable resource. Unlike many hardwoods, which take decades or centuries to mature, bamboo can be harvested in just a few years. This makes bamboo products an eco-friendly choice as they reduce the strain on natural forests adding to an optimal & viable economic option for agriculturists. Bamboo is typically grown without the use of pesticides and herbicides, and it requires very little water compared to traditional wood sources. Its growth and harvesting have a significantly lower environmental impact, reducing soil erosion and the carbon footprint associated with wood production. Bamboo is a versatile material and can be used in a wide range of products, including furniture, flooring, textiles, construction materials, kitchenware, and even clothing. Its adaptability and strength make it suitable for various applications. They often outperform other materials in terms of longevity and resilience, making them a cost-effective choice in the long run. It also has a natural and timeless aesthetic that many people find appealing. Its light color and grain patterns can add a touch of elegance to various products and living spaces. Bamboo's other important & sustainable features being biodegradability, capacity to sequester carbon, affordability, health benefits and Cultural and Traditional Significance

Bamboo products are indeed valuable for their sustainability and versatility, but several factors have limited their mass adoption especially lack of sensitization / awareness of the benefits of bamboo plantation, technological inventions, positive social & environmental impacts, economics of products, etc. Additionally, limited knowledge of Perceived Quality and Prestige, Limited Product Variety due to less demand, Supply Chain Challenges due to inconsistent quality or sourcing difficulties, Cost and Pricing particularly in regions where bamboo is not as readily available amongst others. Furthermore, Production and Manufacturing Constraints as some products can be more complex and require specialized promotion / technology, marketing needs or techniques, Regulatory and Certification Challenges as the lack of consistent regulations and certifications for bamboo products in some regions can hinder their acceptance in the market.

On the other hand, recognized sustainability certifications can help consumers make more informed choices in light of the Mission "LiFE" of GoI to inculcate sustainable lifestyle at the core of living enhancing need for sustainable ecologies & products. Marketing and Branding requirements is one of the major factor that affects use and acceptability of bamboo products as some companies may not effectively market their bamboo products or highlight their sustainability features. Last but not the least; Infrastructure challenges and lack of access to bamboo resources is limiting the adoption of bamboo products to a great extent.

### 3.2 PROJECT NEED

To overcome these barriers and increase the growth & use of bamboo products, there is a need for concerted efforts from governments, businesses, and organizations to promote sustainability, invest in research and development, establish clear standards and certifications, and educate consumers and industries about the advantages of bamboo. Additionally, innovation in bamboo processing and production can help expand the range of bamboo products available, and creating awareness about it making them more accessible and appealing to a broader audience. By creating awareness about bamboo products and ensuring easy access, it does not only benefit businesses but also contribute to a more sustainable and eco-conscious society.

Various strategies can be used to create awareness and generate easy access to benefits of bamboo ecosystem & introduction of sustainable life cycle products such as Collaboration with Retailers, organizing Education Workshops, promoting Eco-Friendly Packaging, Collaboration with Environmental Organizations, Promotions and offering Discounts however, the most influential and widely acceptable way could be to opt for;

1. Mobile (Bamboo) Display Van: As mentioned in a previous response, a bamboo display van is an innovative way to showcase need for bamboo plantation & subsequent production of products at different events, markets, or locations. It shall allow to reach a wide audience and educate them about the sustainability of bamboo ecosystem & potential markets thereby adding value to agricultural reforms & aiding viable economic ecosystem for farmers / agriculturists.

A display van to include need, history, techniques, economics, sustainability with sensitization materials can be a powerful tool for creating awareness about bamboo ecosystem, potential product line & ultimately sustainability through adoption of bamboo ecosystem among the masses. The van itself, with its unique and eco-friendly design, will attract attention wherever it goes. The distinct appearance of a bamboo display van can pique the curiosity of passersby, drawing them closer to learn more about the subject being showcased.

A mobile bamboo display has potential to reach diverse audiences in various locations, from urban areas to rural communities, and from local markets to large events. The mobility ensures that the message and products are seen by a wide range of people. The van will also provide a physical space where people can touch, feel, and even try out bamboo items, which can create a more memorable and engaging experience compared to online or static displays. It shall include an informative LED Display to host workshops or have knowledgeable staff available to explain the benefits of bamboo and answer questions. This educational aspect shall help increase awareness and understanding. This will also showcase the versatility of bamboo by displaying a wide range of products, from furniture and clothing to kitchenware and construction materials. By demonstrating the numerous applications of bamboo, one can highlight its adaptability and potential for sustainability. The exterior of the van can be used to display environmental messages, such as facts about bamboo's rapid growth, carbon sequestration capabilities, and its role in reducing deforestation. This helps convey the environmental benefits of bamboo. If bamboo products incorporate innovative designs or technologies, the van is an ideal place to demonstrate these features and explain how they contribute to sustainability. Merging of markets by connecting consumers with potential sellers can also be one of the aspects of this project. This immediate availability can encourage consumers to make sustainable choices on the spot. The van can be also used as a backdrop for social media campaigns

and promotions and encouraging visitors to share their experiences on social platforms, can expand its reach and impacts.

By combining the visual appeal of a Display Van for bamboo ecosystem with educational content, interactive experiences, and direct access to sustainable products, awareness can be raised effectively about bamboo and sustainability among the masses. This approach can encourage people to make more eco-conscious choices and support sustainable living.

MPCB recognizing need for greater awareness and education about bamboo ecosystems & bamboo products, is planning to launch a promotional awareness campaign thereby, soliciting proposals from potential suppliers who can design and provide these specialized Mobile Display Vans to support this initiative

### **3.2.1 The broad scope of work is defined below.**

1. 4 number of Bus chassis Display van (Bus chassis 26 feet) (As per enclosed work description). The Supply including packing, transportation, insurance, RTO clearance and handling and delivery to site, installation, testing and commissioning of Display Van and provision of training of MPCB officials.
2. Supply of Display Van's / Instruments at Head Office, MPCB as per the specifications and quantities mentioned in the RFP document.
3. Configuration, Commissioning, Testing, Training, and providing Maintenance support of the Display Van to meet MPCB's requirements
4. Training MPCB personnel to operate the Display Van/ Van Components.
5. Each part of the equipment / vehicle supplied shall have a warranty of minimum 1 (One) year
6. These vans will be stationed at 4 different places (Districts) depending on the regional characters & need for agricultural and product reforms for sustainability. The successful bidder would bear the cost of initial installation & commissioning and Delivery on site.



### **3.3 MINIMUM TECHNICAL SPECIFICATIONS**

The minimum technical specification requirements for the Mobile Display Van to be commissioned and installed are given in **Annexure –2** (Technical Specifications) of bid document. However, the actual technical proposal can have higher or better technical performance parameters and the minimum specifications proposed should not be taken as a constraint on the upper side. The technical specifications cannot be changed if not approved and authorized by MPCB, prior to bidding.

### **3.4 INSPECTION AND TEST**

#### **3.4.1 Unpacking Inspection**

The Contractor shall immediately after arrival of the Display Van at Head Office of MPCB, will inspect and ensure that all the Display Van received is in conformity with the packing list without any damage.

#### **3.4.2 Performance Test**

The Contractor shall carry out the performance test for all the Components of Display Van supplied, in presence of expert committee members appointed by the Member Secretary, MPCB.

Contractor shall at his own cost and expenses will arrange for any supplemental and/or supporting Display Van which may be required while carrying out the performance test of the Display Van received.

### **3.5 PROVISION OF TRAINING**

The contractor shall provide the training of minimum two weeks to at least 3 (the number will be mutually decided between MPCB and Successful Bidder) staff members of the board, at each of the location of the deployment of Van.

Training should include but not limit to the following:

- 1) Inspection of the Display Van.
- 2) Precautions in use of the Display Van.
- 3) Basic Principles of Operation and De bugging of Errors of components.
- 4) Principles of operation of the Display Van.
- 5) Start-up and shutdown procedure.
- 6) Operation of the Display Van.
- 7) QA/QC.
- 8) Safety precautions.
- 9) Basic maintenance procedure.
- 10) “Do’s” and “Don’ts” in operation of the Display Van.
- 11) Others, which are deemed to be necessary by the Supplier.

Contractor shall at his own cost and expenses will arrange for any supplemental and/or supporting Display Van which may be required for training. The contractor in consultation with MPCB shall finalize the detailed contents and schedule of the training. The Contractor shall furnish the training manual and/or CD as required for training for all the Display Van supplied. Contents of training manual and/or CD shall include:

1. Principle of the Display Van.
1. Operation and calibration of the Display Van.
2. Maintenance and basic repair of the Display Van.
3. Safety instruction of the Display Van if any
4. Others, which are deemed to be necessary by the Supplier.
5. QA/QC

#### 3.5.1 Handing Over of Mobile Display Van:

On expiry/closure/termination of the Contract, Mobile Display Van shall be handed over to MPCB in working condition to the satisfaction of MPCB. Few or all the spares procured by the Contractor and unused as on date of handing over may be purchased by MPCB at its discretion provided Contractor is able to provide reasonability of the costs of such spares. **The Defect Liability Period shall be of 1 year.**

### **3.6 PROJECT COMPLETION SCHEDULE**

The successful bidder is required to complete the supply, installation, commissioning and testing of the Display Van's at MPCB designated locations within **45 days from the** receipt of the LoA.

The warranty support period will begin from the date of Certificate of Operation by MPCB and will be in force for **ONE (1)** year.

An undertaking to the effect of post-warranty support period will begin from date of end of warranty period and will be valid for **FIVE (5)** years on cost-to-cost basis. The bidder needs to separately quote for post warranty support that shall not be part of tender evaluation.

## **4 DESCRIPTION OF THE SELECTION PROCESS**

### **4.1 PREPERATION OF BIDS**

The submission of Bids by interested bidders in response to the Request for Proposal should be through e-Tender system only as mentioned in **Annexure 5**. The Bids will be

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

The bidder must quote the rates for all the Display Vans. The bid for item should clearly mention the item code number, item name. Board reserves the right to accept the tender in full or in part. Conditional Bids are not accepted and will be rejected.

### **4.2 RESPONSIVENESS OF BID**

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

1. It is not received by the due time & date specified in the **Section 4.7**
2. It is not accompanied by payment towards price of the RFP
3. It does not include EMD as stipulated in the RFP
4. It does not include sufficient information for it to be evaluated and/or is not in the formats specified.
5. It is not signed and / or sealed in the manner and to the extent indicated in **Section 6** of this RFP Document.
6. It does not conform to the terms and conditions mentioned in the RFP

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

### **4.3 STEP 1 (COVER 1) – TECHNICAL BID EVALUATION**

In the first step, MPCB will evaluate the information submitted by the Bidder in Cover-1 of the Bid. Bids of only the responsive Bidders shall be considered for the subsequent technical evaluation. The evaluation criteria for assessment of the Technical Bid are described in **Section-6.4.1**. The Cover-2 of the Bid, viz: the Price Bid, of the Bidders whose Bids are not responsive / do not qualify in the technical evaluation will not be opened.

### **4.4 STEP2 (COVER 2) – PRICE BID AND PRICE BID EVALUATION**

The Price Bid would seek to identify the Bidder making the most competitive price offer to MPCB. The evaluation criteria for assessment of the Price Bid are described in Section - 8. The format for the Price Bid is specified in **Annexure - 4**

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

#### 4.5 AWARD OF LoA

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

#### 4.6 SIGNING OF ORDER ACCEPTANCE

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

#### 4.7 SCHEDULE OF ACTIVITIES

Sn	ACTIVITY	Date
1.	Date of Start of Sale / Download of RFP document	10 November 2023
2.	Date of End of Sale / Download of RFP document	24 November 2023
3.	Last date for receipt of requests for clarifications	16 November 2023
4.	Pre-bid Response	21 November 2023
5.	Last time & date for receipt of e- Bids (Covers 1 & 2)	24 November 2023 @ 17:00Hrs
6.	Time and Date of Opening of Cover-1	28 November 2023 @ 11:30Hrs

*Note: Bidders are also requested to read Annexure – 5 for detailed schedule of activities related to this RFP and bid submission process.*

*In order to enable MPCB to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MPCB shall adhere to the above schedule to the extent possible. MPCB, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders.*

## 5 PROCEDURES TO BE FOLLOWED

### 5.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, should be addressed to:

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

All queries that are received on or before the date mentioned in Section 4.7 shall be addressed by MPCB in writing or in Pre-Bid meeting. MPCB shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured the Request for Proposal Document. It may be noted that queries in writing would be entertained only from those parties who have procured this Document.

Request for clarifications received after the last date mentioned in Section 4.7, may not be addressed. Decision of the Board in the matter will be final.

The prospective Bidders shall submit the queries only in the format given below on [jdair@mpcb.gov.in](mailto:jdair@mpcb.gov.in) prior a day of pre-bid meeting, kindly note that queries received after the last date mentioned in Section 4.7 will not be considered:

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

### 5.2 SUBMISSION OF THE BID

1. Cover-1 – Technical Bid: The information to be submitted by the Bidders as Cover-1 of their Bids is described in Section 6 and **Annexure 5**.
2. Cover-2 – Price Bid: The Information to be submitted by the Bidders in the Price Bid (Cover 2) is described in Section 7 and **Annexure 5**.
3. Submission of the Bid: The Bidders are requested to follow the Bid submission process which is detailed in **Annexure 5** as per the schedule elaborated in Section 4.7 and **Annexure 5**. MPCB shall not be responsible for any delay in submission of the Bids. Any Bid received by MPCB after the due date for submission of the Bids stipulated in Section 4.7 and Annexure 5, will not be opened.

### 5.3 INITIALING OF THE BIDS

As prescribed in the Annexure 5, under this e-tender process the bids should be digitally signed.

Any testimonials being presented should be self-attested before uploading.

#### **5.4 INSTRUCTIONS TO BIDDERS**

All Bidders should note the following:

1. Bids received after the scheduled time will not be accepted by MPCB under any circumstances. MPCB will not be responsible for any delay for any reason whatsoever.
2. Bid once submitted will be treated, as final and no further correspondence will be entertained on this. No Bids will be modified after the deadline for submission of Bids.
3. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter and other documentation as per the specified formats may be considered non-responsive and may be liable for rejection.
4. Scanned copies of the printed literature and catalogue/brochure giving full details should be included with technical bid to verify the specification quoted in the RFP document.
5. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
6. All communication and information should be provided in writing and in the English language only.
7. The metric system shall be followed for units.
8. All prices shall be expressed in Indian Rupees
9. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
10. Arithmetical errors will be rectified as follows –
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying quantities, the unit price will prevail
  - b. In case of discrepancy between grand total obtained by adding various line item totals & the grand amount stated in words, the grand total will be recalculated and the same will be taken as correct.
  - c. The price bid will be treated as inconsistent & non-responsive, in case if any, discrepancy is observed in the price bid. Such price bid/s will be rejected summarily and considered as intentional misrepresentation and the EMD will be forfeited.
11. MPCB reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MPCB, may be a ground for rejecting the Bid.

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

## **5.5 VALIDITY OF THE PRICE BID**

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

Non-adherence to this requirement and other terms stipulated in the RFP document may be

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

MPCB, reserves the right to vary the quantities by  $\pm 30\%$  of the proposed quantities, add or remove locations, during the validity period of the contract. For any such changes made in quantities and the locations, the price mentioned only in the contract shall be considered. No revision in the prices, especially upwards, will be granted in the contracted prices.

## **5.6 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS**

### **5.6.1 Fees for Request for Proposal (RFP) document**

The RFP can be purchased by making online payment (non-refundable) of ₹. 5,000.00 (₹. Five Thousand Only). Please refer to **Annexure 5** of this document for the payment methodology.

### **5.6.2 Earnest Money Deposit (EMD)**

Bidders are required to submit an Earnest Money deposit (EMD) for an amount of **₹.1,50,000.00 (₹. One Lakh Fifty Thousand Only)**. The details of EMD payable is given below: Please refer to Annexure 5 for the payment of the same. Bids of the bidders, who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

Please refer **Annexure 5** for the payment of the same. Bids of the bidders, who have not paid the EMD as stipulated in this RFP, will be rejected by MPCB as non-responsive. No exemptions to this clause will be allowed.

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

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

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



In respect of the bids after Technical Evaluation and eligible for price bid evaluation, the EMD of the unsuccessful Bidders (after opening of Cover 2) can cease to be in force after 60 days following the announcement of award of the Project to the Successful Bidder through the issue of the LoA for the same. The EMD of the Successful Bidder will be returned only on submission of SPBG that Successful Bidder will provide at the time of signing Order acceptance & the SLA. EMD of the unsuccessful bidders will be returned after 15 days of award of contract to the successful Bidder.

## 6 SUBMISSION OF TECHNICAL BID: COVER - 1

### 6.1 CRITERIA FOR MINIMUM ELIGIBILITY AND BID RESPONSIVENESS:

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

1. All manufacturers having their operations in India
2. The Bidder should be a partnership firm or a corporate entity, proprietary / public / private limited company registered / incorporated under The Companies Act, 1956, and in business of manufacturing, authorized representative of OEM /Supplier and support thereof. Consortiums or Joint Ventures are allowed.
3. The bidder should be a manufacturer, Authorized Supplier, or an authorized agent must have supplied, manufactured, installed, commissioned minimum One (01) nos. of mobile vans for display of products / advertisement / monitoring station / Awareness Vehicle in their existing tenure.
4. For all the items not manufactured by the Bidder i.e. LED Display, flooring/ ladders/ interior paneling etc. the bidders should be authorized / at least have letter of interest / Letter of Potential Supply OR Association by the manufacturers / Suppliers for these items as per the format "Form of letter of authorities" provided as **Attachment 1**.
5. Bids of bidders quoting as authorized representative of a manufacturer, who meets the above requirements in full, can also be considered, provided Bidder produces a **MAF as per Exhibit-3** in testimony of it being authorized by respective Manufacturers / OEM to supply, install, and support the products required by MPCB
6. Financial Capability: The Bidder should have Positive Net Worth in past three financial years ending 31st March 2023.
7. The Bidder should have officially purchased the RFP by paying the necessary fees as per section 5.6.1 and Annexure 5 of the RFP.
8. The Bidder should submit the EMD as stipulated in section 5.6.2 and **Annexure 5**
9. The Bidder produces a MAF (Manufacturer's Authorization Form) as per **Exhibit-3** in testimony of it being authorized by respective Manufacturers / Authorized Supplier / OEM (Original Equipment Manufacturer) to supply, install, and support the products required by MPCB
10. The product should be 100% compliant to all the technical specifications mentioned in **Annexure - 2**. The bidder should submit a declaration to that effect by the Manufacturer / Authorized Supplier / OEM as per **Exhibit 4**.
11. The Bidder and their OEMs must give undertaking that they will continue the formal collaboration till the entire duration of warranty period of (1 years) and post warranty period support of (5 years).

## 6.2 COVER 1: INFORMATION FORMATS

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

Cover 1	Compliance to Minimum Eligibility Criteria and Technical Bid
<p><b>Section 1</b></p>	<ul style="list-style-type: none"> <li>a) Covering Letter as per the format specified in EXHIBIT 1</li> <li>b) Attested copy of Power of Attorney</li> <li>c) Certificate of incorporation / registration</li> <li>d) Certificate from CA for compliance to section 6.1</li> <li>e) Proof of Purchase of the RFP document for 5.6.1</li> <li>f) EMD as per section 5.6.2</li> <li>g) Manufacturer's / Suppliers authorization form as per EXHIBIT 3</li> <li>h) Declaration from OEM / Supplier as per EXHIBIT 4 in compliance of section 6.1</li> <li>i) Proof of address of offices as per section 6.1</li> <li>j) Form of letter of authorities" provided as Attachment 1</li> </ul>
<p><b>Section 2</b></p>	<ul style="list-style-type: none"> <li>a) Documentary Proofs as testimony for Evaluation of Technical bids as per criteria listed in Section 6.4.1</li> <li>b) Necessary technical brochure / literature, duly highlighting the relevant features / specifications required by MPCB</li> <li>c) Proposed Support methodology for warranty period and post warranty</li> </ul>

## 6.3 TECHNICAL BID - COVER 1

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

1. The technical bid should be in line with the scope of work as described in the Section 3.2.1.
2. Technical literature for the product and services, covering full technical specifications, principal of operation, design features, test description of operation.
3. The bid should have all relevant testimonials, so as to ensure they score maximum marks under the evaluation system defined in section 6.4.1

## 6.4 TECHNICAL BID: EVALUATION CRITERIA & PROCESS

The Bidder shall necessarily submit in Cover-1 of the Bid Document, the Technical Bid detailing his credentials for executing this project and the highlights of the Display Van & services offered by him with respect to scope of work defined in the Bid Document and the benefits that would accrue to MPCB. The Technical Bid will contain all the information required to evaluate the bidder's suitability to MPCB for the purpose of this project.

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

While evaluating the Technical Bid, MPCB reserves the right to seek clarifications from the

Bidders. Bidders shall be required to furnish such clarifications in a timely manner.

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

#### 6.4.1 Evaluation of Technical Bid

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

Sr	Criteria	Graded Marks	Max. Marks	Testimonial to be presented
<b>1</b>	<b>Organization's Constitution</b>		10	
	Original Equipment (Display Van) Manufacturer	10		Manufacturing license / Authorized Dealership certificate / JV Agreement
	Authorized Supplier	8		
	Joint Venture	5		
<b>2</b>	<b>Organization's Capability</b>		10	
A	Financial Capability (Average Turnover for last three Audited financial years)			CA Certificate
i	A.T. $\geq 50$ but $\leq 75$ Lakh	2		
ii	A.T. $\geq 75$ Lakh but $\leq 1.0$ Crore	5		
iii	A.T. $> 1.0$ Crore	10		
<b>3</b>	Past Performance (can be within the past 7 years or ongoing engagements)		35	
A.	Order for supply, implementation and commissioning of Similar Awareness / Display Vans / Sensitization Modes / Equipment			Work Orders/ Purchase Orders
i	$> 3$ Nos.	25		
ii	$\geq 1$ Nos.	10		
B	Equipment with Sustainable design	10		
4	Presentation on design and methodology of executing the project		30	Presentation by the Bidder
5	Experience of the Organization in Awareness / Social Impacts		15	
	(POSITIVE NETWORTH) $> 3$ years	15		CA Certificate
	$> 1$ year	10		
	<b>TOTAL MARKS</b>		<b>100</b>	

Note\* A presentation towards capability, design and execution methodology shall be required by technically qualified bidders.

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

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

After technical evaluation, MPCB will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of MPCB, i.e. if the technical marks are lower than **60**, then that bidder's bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.

If in case, after technical evaluation, only one bidder is found to be responsive & eligible, i.e. if the technical marks of only one bidder are more than or equal to 70, the Board will decide an acceptable price band based on the recent PO issued by SPCB/CPCB or any other State/ central Government department/ undertaking for similar product and open Price Bid of the only eligible bidder. If the price bid of the bidder falls within the price band specified by the Board, the bidder will be declared as the **SUCCESSFUL BIDDER**.

## **7 EVALUATION OF PRICE BID: COVER-2**

### **7.1 PRICE BID PARAMETERS**

Bidders are requested to quote the Prices inclusive of all taxes/duties, packing, forwarding, freight, insurance, customs clearance, handling charges, transportation, delivery and commissioning etc. at the destination site as per delivery schedule at Annexure – 1.

### **7.2 EVALUATION OF PRICE BIDS AND RANKING**

The price bids of only technically successful bidders whose technical Bids have been awarded **60 or more** marks will be opened.

The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Grand Total Price (Z) will be considered. Lowest Price bid (denoted by symbol “P (m)”) will be allotted a Price score of 100 marks. The Price score will be denoted by the symbol “S (p)”. The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid.

These Price scores will be computed as:  $S(p) = 100 * (P(m) / P)$  where P is the Price bid of the bidder whose Price score is being calculated. The Price score shall be out of a maximum of 100 marks.

### **7.3 COMPUTING THE FINAL SCORE**

The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-à-vis the Price score is 0.60 of the Technical score and 0.40 of the Price score. The composite score (S) will be derived using following formula:

$$S = \{S(t) * 0.60\} + \{S(p) * 0.40\}$$

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

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

### **7.4 AWARD CRITERIA**

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

### **7.5 NOTIFICATION OF AWARD**

MPCB will notify the successful bidder in writing that his bid has been accepted.

Within 2 calendar weeks of MPCB notifying the successful bidder of acceptance of his bid, the bidder will furnish a Performance Bank Guarantee of a nationalized bank for a value equivalent to 10% of the contract / Work Order value.

Upon the successful bidder's furnishing of PBG, MPCB issue a Work Order / Execute a Contract with detail terms and conditions.

## **8 PAYMENT TERMS**

- 8.1. The Price Bid should be valid for a minimum period of 180 days from the last date of submission of bids
- 8.2. Upon receipt of LoA the Successful Bidder shall furnish a Performance Bank Guarantee for an amount equal to 10% of the Price Bid value
- 8.3. Following payment terms will be offered to the successful Bidder:

Payment for Goods and Services supplied shall be as follows:

- (i) 80% percent payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site.
- (ii) The remaining 20% percent of the Contract value shall be paid to the contractor within thirty (30) days after the date of the acceptance certificate issued by MPCB and subject to submission of performance security.
- (iii) All payments will be made vide a crossed cheque/NEFT/RTGS of a nationalized bank.

**NOTE: No advance payments are allowed under any circumstances.**

## **9 LIQUIDITY DAMAGES AND PENALTY:**

### **1) Delivery of Display Vans**

For any delay in delivery beyond 45 days from the date LoA / Work Order, MPCB reserves the right to charge an LD (Liquidated Damages) at the rate of 2% of the total order value for the delay of every week or part thereof, subject to a maximum of 10% of the total supply contract value. Beyond which, without any prejudice MPCB may cancel the order in part or full. On such cancellation of the order, in addition to any other remedy available under the Work Order the EMD, Implementation/ performance Security will be liable for forfeiture.

### **2) Installation, demonstration & training**

The contractor is required to supply of the Display Van at designated sites and demonstration, training to the nominated persons of MPCB within ONE (1) month of arrival of Display Vans at the designated sites of installation, failing which MPCB reserves the right to charge a penalty at the rate of 2% of the total order value for the delay of every week or part thereof, subject to a maximum of 10% of the total supply contract value.



## 10 INDEMNIFICATION

The contractor shall indemnify, protect and save MPCB and hold MPCB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- a) An act of omission or commission of the contractor, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Work Order,
- b) Breach of any of the terms of this Work Order or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the service provider,
- c) Bonafide use of the deliverables and or services provided by the Contractor,
- d) misappropriation of any 3<sup>rd</sup> party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- e) Claims made by the employees are deployed by the contractor, under this Work order,
- f) Breach of confidentiality obligations of the contractor.
- g) Gross negligence or gross misconduct solely attributable to the contractor and their employees for the purpose of any or all of the obligations under this Work Order.

The contractor shall further indemnify MPCB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, patents, and third-party claims on MPCB for malfunctioning of the Display Van or software or deliverables at all points of time, provided however, MPCB notifies the contractor in writing immediately on being aware of such claim, and the contractor has sole control of defense and all related settlement negotiations.

Contractor shall be responsible for any loss of data, loss of life, etc., due to acts of contractor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

The contractor shall indemnify MPCB (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the contractor with Laws / Governmental Requirements.
- b) Intellectual Property infringement or misappropriation.
- c) Negligence and misconduct of the contractor.
- d) Breach of any terms of work Order, representation or warranty.
- e) Act of omission or commission in performance of service.
- f) Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

The contractor shall indemnify, protect and save MPCB against all claims, losses,

costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network Display Van or other systems supplied by them to MPCB from whatsoever source, provided MPCB notifies the contractor inwriting as soon as practicable when MPCB becomes aware of the claim however,

- a) The contractor has sole control of the defense and all related settlement negotiations.
- b) MPCB provides the contractor with the assistance, information and authority reasonably necessary to perform the above and
- c) MPCB does not make any statements or comments or representations about the claim without the prior written consent of the contractor, except where MPCB is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential & incidental damages and compensations. However, indemnity would cover damages, loss or liabilities suffered by MPCB arising out of claims made by its customers and/orregulatory authorities.

## **11 PATENT INDEMNITY**

- a) The Contractor shall, indemnify and hold harmless MPCB and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which MPCB may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Contractor or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.
- b) If any proceedings are brought or any claim is made against MPCB, MPCB shall promptly give the contractor a notice thereof and the contractor may at its own cost & expense and in the name of MPCB, conduct such proceedingsor claim and any negotiations for the settlement of any such proceedings or claims.

## **12 CONTRACTOR'S LIABILITY**

The selected contractor will be liable for all the deliverables.

The contractor's aggregate liability in connection with obligations undertaken as part of the Work Order regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the work Order.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by MPCB arising out of claims made by its customers and/or regulatory authorities.

### 13 INSPECTION

The Inspection and Tests prior to shipment of Goods and at final acceptance; if required are as follows:

- a) After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the contractor's plant by the contractor, prior to shipment to check whether the goods are in conformity with the technical specifications.
- b) Manufacturer's test certificate with data sheet shall be issued to this effect and submit along with the delivery documents.
- c) MPCB reserves the options to be present at the contractor's premises during such inspection and testing.
- d) The acceptance test will be conducted by the MPCB, their consultant or other such person nominated by the MPCB at its option after the Display Van is installed at MPCB designated site/s in the presence of contractor's representatives. Acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the Display Van is expected to occur. The contractor shall maintain the necessary log in respect of the result of the test to establish to the entire satisfaction of the MPCB, the successful completion of the test specified.
- e) In the event of the ordered item failing to pass the acceptance test, a period not exceeding 2 weeks will be given to rectify the defects and clear the acceptance test, failing which, the MPCB reserve the right to get the Display Van replaced by the contractor at no extra cost to the MPCB.
- f) Successful conduct and conclusion of the acceptance test for the installed goods and Display Vans shall also be the responsibility and at the cost of the contractor.
- g) Before the goods and Display Vans are taken over by the MPCB, the contractor shall supply operation and maintenance manuals together with Drawings of the goods and Display Vans built. These shall be in such details as will enable MPCB to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- h) The Manuals and Drawings shall be in the ruling language (English) and Local Language (Marathi) in such form and numbers as stated in the Contract.
- i) Unless and otherwise agreed, the goods and Display Van shall not be complete for the purposes of taking over until such Manuals and Drawing have been supplied to MPCB.
- j) On successful completion of acceptance test, receipt of deliverables, etc. and after the MPCB is satisfied with the working of the Display Van, a certificate an authorized representative of MPCB will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Display Van and start of the warranty period.

#### 14 DELIVERY AND DOCUMENTS

- a) Delivery of the goods and completion and related services shall be made by the contractor in accordance with the terms specified by the MPCB in the work order. The details of shipping and/or other documents to be furnished by the contractor are specified further in this RFP.
- b) The mode of transportation shall be same as specified by the bidder in the bid.
- c) The bidders may please note that the delivery of the system should be strictly as per **Section 3.2.1** of this contract.

#### 15 DETAILS OF SHIPPING AND OTHER DOCUMENTS TO BE FURNISHED BY THE CONTRACTOR

- a) For Goods manufactured within India

Within 24 hours of dispatch, the contractor shall notify MPCB the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX or scanned copies by email.

- i. Two copies of contractor's Invoice indicating, *inter-alia* description and specification of the goods, quantity, unit price, total value;
- ii. Packing list;
- iii. Certificate of country of origin;
- iv. Insurance certificate,;
- v. Railway receipt/Consignment note;
- vi. Manufacturer's guarantee certificate and in-house inspection certificate;
- vii. Inspection certificate issued by purchaser's inspector, if any and
- viii. Any other document(s) as and when required in terms of the work order.

- b) For Goods manufactured abroad

Within 24 hours of dispatch, the contractor shall notify MPCB the complete details of dispatch and also supply following documents by Registered Post/courier and copies thereof by FAX or scanned copies by email.

- i. Two copies of contractor's Invoice giving full details of the goods including quantity, value, etc.;
- ii. Packing list;
- iii. Certificate of country of origin;
- iv. Manufacturer's guarantee and Inspection certificate;
- v. Inspection certificate issued by the Purchaser's Inspector, if any;
- vi. Insurance Certificate;
- vii. Name of the Vessel/Carrier;
- viii. Bill of Lading/Airway Bill;
- ix. Point of Loading;
- x. Date of Shipment;
- xi. Point of Discharge & expected date of arrival of goods and
- xii. Any other document(s) as and when required in terms of the work order.

*Note: 1. The nomenclature used for the item description in the invoices(s), packing list(s)*

*and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).*

2. *The above documents should be received by MPCB before arrival of the Goods and, if not received, the contractor will be responsible for any consequent expenses.*

## **16 TRANSPORTATION**

Contractor is required to transport the Goods from Origin to a specified destination in MPCB Sion Office, defined as the Final Destination. Transport to such a destination, including insurance and storage, shall be arranged by the contractor, and the related costs shall be included in the Price Bid.

## **17 PACKING**

- a) The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking and documentation within and outside the packages shall comply strictly with any subsequent instructions ordered by the MPCB.

## **18 INSURANCE**

- a) The Display Van to be supplied will be insured by the contractor against all risks of loss or damage from the date of shipment till such time it is delivered at MPCB site
- b) The Insurance shall be for an amount equal to 110% of the value of the work order from within "warehouse to final destination as specified in work order on "all risk basis" including strikes, riots and civil commotion.
- c) With a view to ensure that claims on insurance companies, if any, are lodged in time, the contractor shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to MPCB and he shall also liaise with MPCB to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the contractor would be viewed seriously and he shall be directly responsible for any loss sustained by the MPCB on the event of the delay.

## **19 WARRANTY**

- a) The contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Work Order.
- b) The contractor further warrants that the Goods shall be free from defects

arising from any act or omission of the contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

- c) Unless otherwise specified, the Display Van shall carry a warranty for a period of One (1) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for FIFTEEN (15) months after the date of shipment from place of loading whichever period concludes earlier.
- d) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- e) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- f) The contractor shall ensure the supply of spare parts after warranty is over for maintenance of the Display Van supplied if and when required for a period of 5 years from the date of supply of Display Van on payment on approved price list basis.
- g) The Display Van must be supported by a Service Centre manned by the OEM's technical support engineers or OEM certified Engineers / Or Authorized Vendors / Agents. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also, it should be possible to contact the OEM support Centre on a toll-free number/web/mail.
- h) An undertaking from the manufacturer is required in this regard stating that they would facilitate the bidder on regular basis with technology / product updates & extend support for the warranty as well.
- i) The contractor will have to arrange for all the testing Display Van & tools required for performance testing & maintenance etc.
- j) MPCB shall give notice to the contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford all reasonable opportunity for the contractor to inspect such defects.
- k) Upon receipt of such notice, the contractor shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the MPCB. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. A clear confirmation should be given for this item.
- l) If having been notified, the contractor fails to remedy the defect within reasonable period of time, the MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the MPCB may have against the contractor under the Work order.
- m) Goods requiring warranty replacements must be replaced on free of cost basis to MPCB.

## **20 ANNUAL MAINTENANCE CONTRACT**

- a) The bidders should also quote for Annual Maintenance Contract (comprehensive) after warranty for subsequent 5 years.
- b) No sub-contracting will be allowed for installation or maintaining system/ Display Van / instrument during or after warranty period.
- c) However, the AMC cost shall not be consider for the evaluating of price bid.

## **21 INSPECTIONS, TESTS AND TRAINING**

- a) Bidder shall be responsible for demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Demonstration to be arranged by the contractor free of cost and the same is to be done within ONE (1) month of the arrival of the Display Van at site.
- c) The contractor shall at its own expense and at no cost to the MPCB carryout all such tests and/or inspections of the Goods and Related Services as discussed and agreed to during the course of finalization of contract.
- d) MPCB or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the RFP specifications at no extra cost to the MPCB. MPCB shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
- e) The inspections and tests may be conducted on the premises of the contractor, at the point of delivery and/or at the Goods final destination. If conducted on the premises of the contractor, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the MPCB.
- f) Whenever the contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to MPCB. The contractor shall obtain from any relevant 3<sup>rd</sup> Party or manufacturer any necessary permission or consent to enable the MPCB or its designated representative to attend the test and/or inspection.
- g) Contractor should provide warranty (for a period of 1 year from date of delivery) which shall include emergency call attending and routine calibration of the equipment / products / components. Rates for the maintenance / replacement should be quoted separately.
- h) Should any inspected or tested goods fail to conform to the specifications, the MPCB may reject the goods and the contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to MPCB.
- i) MPCB 's right to inspect, test and, where necessary, reject the goods after the goods' arrival at final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by MPCB or its representative prior to the goods shipment.

- j) The contractor shall provide MPCB with a report of the results of any such test and/or inspection.

## **22 ASSIGNABILITY**

The successful bidder or contractor will not assign its rights, title or interest in the contract in favour of any 3<sup>rd</sup> Party without prior written consent of MPCB. MPCB reserves its right to grant such consent on such terms and conditions, as it deems fit and proper. MPCB's decision to grant such consent or refusal to grant such consent shall be final.

## **23 EXTENSION OF TIME**

- a) Delivery of the Goods and performance of the Services shall be made by the contractor in accordance with the time schedule (**Section 3.6**) specified by the MPCB.
- b) If at any time during execution of the work order, the contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the contractor shall promptly notify the MPCB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the MPCB shall evaluate the situation and may, at its discretion, extend the contractor's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the work order.
- c) Except as provided under the Force Majeure clause, a delay by the contractor in the performance of its delivery obligations shall render the contractor liable to the imposition of penalty pursuant to Penalty Clause in the RFP unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

## **24 CONFIDENTIALITY**

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

Successful Bidder and MPCB shall maintain in confidence any information relating to the terms and conditions of the contract, information received from each other hereto in connection with the contract as well as the business operations and affairs of MPCB or the successful bidder and their affiliates and shall not provide access to such information to any third party. This obligation shall expire 2 years after completion of the contract.



## 25 CORRUPT & FRAUDULENT PRACTICES

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

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

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

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

## 26 TERMINATION OF CONTRACT

- a) **For Convenience:** MPCB by written notice sent to the contractor may terminate the contract in whole or in part at any time for its convenience giving 1 months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which contractor’s performance under the work order is terminated and the date upon which such termination become effective
- b) **For Insolvency:** MPCB may at any time terminate the Work Order by giving written notice to the contractor, if the contractor becomes bankrupt or insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to MPCB.
- c) **For Non-Performance:** MPCB reserves its right to terminate the Work Order in the event of the contractor fails to supply / install / Commission / provide support to the Display Van supplied as per the provisions of RFP.

## 27 ARBITRATION

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

## 28 LEGAL JURISDICTION

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

## 29 INSTRUCTIONS TO BIDDERS FOR e-Tendering

### **GENERAL INSTRUCTIONS:**

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

To view- Tender Notice, Detailed Time Schedule(Annexure -6), Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra:  
<https://mahatenders.gov.in/nicgep/app>

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

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token. The Contractors participating first time for e-Tenders on Maha e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal:  
<https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

Empanelment: The Contractors interested in participating in the Tenders of Maharashtra Pollution Control Board processed using the Electronic Tendering System shall be required to enroll on the Electronic Tendering System to obtain Login ID and password. The Contractors may obtain the necessary information on the process of enrolment either from Helpdesk support team or enrolled directly on Web site;  
<https://mahatenders.gov.in/nicgep/app>

e-Tendering Tool Kit for Bidders:  
<https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

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

Similarly, Bidders will have to pay Earnest Money Deposit by bank guarantee as per clause number 5.1. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

**For any assistance on the use of Electronic Tendering System, the Users may call the below numbers:-24 X 7 Help Desk Toll Free No.1800 3070 2232 Mobile No. 7878007972,7878007973, 7878007974.**

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

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

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

#### **TENDER DOCUMENT PURCHASE AND DOWNLOAD:**

The tender document is uploaded / released on Mahaenders website <https://mahatenders.gov.in/nicgep/app?page=Home&service=page> Tender document and supporting documents may be purchased and downloaded from following link as above by making payment through Online Payment Modes i.e. Net Banking Only.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Subsequently, bid has to be prepared and submitted online ONLY as per the schedule. The Tender form will be available online only. Tender forms will not be sold / issued manually. The bidders are required to download the tender document within the prescribed date & time mentioned in online tender schedule. After expiry of the date and time for tender document download, Department / Corporation will not be responsible for any such failure on account of bidders for not downloading the document within the schedule even though they have paid the cost of the tender to the Department / Corporation. In such case the cost of the tender paid by the bidders will not be refunded.

#### **PREPARATION & SUBMISSION OF BIDS**

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

#### **ONLINE BID PREPARATION**

#### **EARNEST MONEY DEPOSIT (EMD)**

In this stage, bidders who have successfully completed their Bid Preparation stage are required to submit the bid.

#### **INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

Bidders will have to pay Earnest Money Deposit by bank guarantee (Attachment 2) as per clause number 5.6 This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

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

During the activity of Bid Preparation, bidders are required to scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in

Commercial Envelope. This activity of Bid Preparation should be completed within the prescribed schedule given for bid preparation.

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

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

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

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

## **TECHNICAL BID**

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

The list of documents for Technical Envelope is as follows:

<b>Sr. No.</b>	<b>List of Documents</b>	<b>Compulsory / Additional</b>
1	Covering Letter as per the format specified in EXHIBIT 1	Compulsory
2	Attested copy of Power of Attorney	Compulsory
3	Certificate of incorporation / GST Registration Certificate	Compulsory
4	Certificate from CA for compliance to section 6.	Compulsory
5	Proof of Purchase of RFP &EMD	Compulsory
6	Documentary Proofs as testimony for Evaluation of Technical bid as per criteria listed in Section 6.4.1	Compulsory
7	Technical Proposal as mentioned in section 3.3	Compulsory
9	Manufacturer's / Supplier Authorization Form as per EXHIBIT 3	Compulsory
10	Manufacturer's / Suppliers Declaration about Technical Compliance as per EXHIBIT 4	Compulsory
12	Duly filled Technical Compliance form as per Annexure 2	Compulsory
13	Proof of address of offices as per section 6	Compulsory
14	Form of "Letter of Authorities" provided as Attachment 1	Compulsory

## **COMMERCIAL BID**

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

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

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

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

## **Online Bid Submission**

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

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

## **OPENING OF BIDS:**

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

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

## **TECHNICAL ENVELOPE (T1):**

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

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

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

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

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

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

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

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

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

**COMMERCIAL ENVELOPE (C1):**

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

**PRICE SCHEDULE**

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

Sr. No.	List of Documents	Compulsory / Additional
	<b>FOR COMMERCIAL / PRICE BID</b>	
<b>1</b>	<b>Price Bid in the format given in Annexure 4, duly signed, and sealed</b>	<b>Compulsory</b>

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

**30 EXHIBIT-1**

**FORMAT OF THE COVERING LETTER**

{To be uploaded in the Technical Bid-(Online)}

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

Date:

Place:

To,

**Member Secretary  
Maharashtra Pollution Control Board  
Kalpataru Point, 3rd floor,  
Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400022**

Dear Sir,

**Sub:** “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board

Please find enclosed our Bid for “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board in response to the Request for Proposal (RFP) Document issued by MPCB dated .....

We hereby confirm the following:

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

For and on behalf of:

Signature:

(Authorized Representative and Signatory)

Name & Designation of the Person:

**31 EXHIBIT – 3**

**MANUFACTURER’S AUTHORISATION FORM**

{To be uploaded in the Technical Bid-(Online)}

*(This letter of authority must be on the letterhead from each of the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)*

Date:  
Place:

To,

**Member Secretary  
Maharashtra Pollution Control Board  
Kalpataru Point, 3rd floor,  
Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400022**

**Sub:** “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board”

Dear Sir,

WHEREAS <Name and address of the Manufacturer>who are official producers of<Name of the product and product code >do hereby authorize<name of the Bidder>located at<Address of the Bidder>(hereinafter, the “Bidder”) to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids. When resold by Name of the Bidder>, these products are subject to our applicable standard end- user warranty terms.

We assure you that in the event of <Name of the Bidder>, not being able to fulfil its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that <Name of the Bidder>is our authorized Service Provider/ System Integrator and can hence provide maintenance and upgrade support for our products.

Name  
In the capacity of Signed  
Duly authorized to sign the authorization for and on behalf of : \_\_\_\_\_  
Dated :.



**32 EXHIBIT – 4**

**MANUFACTURER'S DECLARATION ABOUT TECHNICAL COMPLAINE**

{To be uploaded in the Technical Bid-(Online)}

*(This declaration must be on the letterhead of each the Manufacturer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.)*

Date:

Place:

To,

**Member Secretary  
Maharashtra Pollution Control Board  
Kalpataru Point, 3rd floor,  
Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400022**

**Sub:** “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board”

Dear Sir,

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

1. We have read and understood the technical specifications mentioned in Annexure 2 of this RFP and our product <Name of the product and product code> is 100% compliant to every specification mentioned therein.

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

Name

In the capacity of Signed

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

Dated :.

### 33 ANNEXURE – 1

#### LOCATION FOR INSTALLATION

The Display Van's should be supplied / Delivered, installed, commissioned, and maintained at following locations.

Sr	Office	Address
1	MPCB Head Office	Maharashtra Pollution Control Board, Kalpataru Point, 3rd and 4th floor, Opp. PVR Cinema, Sion Circle, Mumbai-400 022.

34 ANNEXURE – 2

TECHNICAL SPECIFICATIONS / BILL OF QUANTITIES

Sr. No.	Item	Specification	Qty
1.	Bus Chassis	Not less than 26ft with Stepney	4No.
2.	Fabrication	All necessary Fabrication and Modification of Bus body / Enclosure with at least 1 seating arrangement	34Lot
3.	Extendable Stage	Min, 15ft x 5ft supported with C Channel to withstand 240kg weight, wooden PVC / Equivalent flooring Hydraulically operated Stage with retractable awening to be provided at LHS side of the vehicle	4No.
4.	Ladder	2-3ft Aluminum Ladder with Min. 2 -3 stairs as applicable for climbing on to interiors of van	4No.
5.	Rooftop for Extendable Stage	All Weatherproof Cloth / Equivalent Material Retractable Rooftop Min. 15ft. x 5ft	4No.
6.	Storage Space	Min. 3ft x 2ft Wooden / Aluminum / Equivalent Material for Branding Material Storage	4No.
7.	Anti chamber-cabin	To be provided as shown in the Representative Picture with entry door	4No.
8.	LED Display with Collapsible Enclosure	Minimum 75 inches Or more HD Display with Multiple Source Inputs, Power arrangement and all necessary components otherwise	4No.
9.	Name / Route Display	LED Panel with Min. display size on root-top / side top of 1ft height by 5ft length	4No.
10.	Interiors	Fitment of Interior Paneling of Display Area	4 Lot
11.	Glass Doors & Enclosure	Min. 5ft x 3ft Glass Doors, Glass Window of Min. 2ft x 2ft, Glass enclosure from one side opposite to Extendable Stage	4 Lot
12.	Lighting & Electrification	All Necessary Electrification for Display, Lighting exterior and interiors, AC arrangement, etc. Flash / Focus Lights for Extended Stage	4 Lot
13.	Cabinet for Demo Products	Demo Products display cabinet covered with glass to be provided which can be viewed from outside after lifting the LED display	4 Lot
14.	Safety	Minimum Safety Standards to be adhered with installation of Fire extinguishers @ Driver cabin & Main Body / Enclosure of Bus	8 Nos (2/van).

Sr. No.	Item	Specification	Qty
15.	GPS Tracker & Web camera	Bus to be installed with GPS Tracker to validate distance travelled and routing each day that can be connected to MPCB Server / Mobile Handset for assessing details 24x7 360 <sup>0</sup> camera with wi-fi connection facility that can directly transmit video / images to main server of MPCB	4 No.

#### GENERAL SPECIFICATION OF THE VEHICLE:

1. **Vehicle Interior:** Internal system to work as environment lab. Hinged door for driver and co-driver, rear side two flap full opening doors with glass window. Glass window & frames as per original shape of Chassis, glasses of lab compartment shall be tinted half of the height with provision of curtains. Driver compartment - partition between driver compartment and lab
2. **Flooring:** Flooring Aluminium alloy checkered plate 10/12 mm thick to be screwed with floor frame counter sunk screws finished with vinyl sheet/ Prebuilt Vehicle body equivalent to Inbuilt Vehicle AC vehicle
3. **Insulation:** All walls and roof shall be properly insulated (External - G.I. sheets of 18 SWG Roof - G.I. sheets of 20 SWG Internal - Pre coated sheets of 22 SWG Aluminium extruded beading of suitable width (3 mm thick) will be provided **OR Prebuilt Vehicle body equivalent to Inbuilt Vehicle / AC vehicle)**
4. **Air conditioning:** Portable Air Conditioning unit of 0/5 to 1 Ton Capacity / Inbuilt Vehicle AC will be considered
5. **Ventilator:** One ventilator, in the roof above the 19"-racks for fresh air
6. **Other specifications:** Van will be fabricated as per standard fabrication practice and specifications confirming to India Motors Vehicles Act. Provision of standard fitments such as first aid box, Fire extinguishers, stepney, cradle, footsteps, toolbox, side view mirrors etc. Fire extinguishers fixed to the separating wall next to the workbench/ Prebuilt Vehicle body equivalent to Inbuilt Vehicle AC vehicle
7. **Painting:** The interior and exterior body of van will be painted first by a coat of antirust paint and further applied with white color good quality paint ICI / Dulux / DUCO /Asian paint- as per colour shades and Design approved by MPCB.
8. **Suspension:** Compulsory Air / Pneumatic suspension
9. **Ladder facility:** Sufficient length of automatic ladder to be provided

**35 ANNEXURE – 4**

**PRICE BID FORMAT**

Note: Commercial Offer has to be entered online only. An Online Form, similar to the commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer. The bidders should strictly follow the format given below for submitting the price-bids.

Note: ONLY THE PRICES MENTIONED IN THE PRICE BID FORMAT WILL BE CONSIDERED FOR BID EVALUATION

WARRANTY will start from the date of successful commissioning and will be valid for One (1) yr and post -warranty support period will be five years from date of validity of warranty.

For and behalf of:

Signature (Authorized Representative and Signatory of the Bidder):

Name of the Person:

Designation:

Date

<b>PRICE BID FORMAT</b>					
<b>Sr. No.</b>	<b>Display Van Description</b>	<b>Display Van Supply Price</b>			<b>Total Price</b>
		<b>Unit</b>	<b>Quantity</b>	<b>Rate / Unit</b>	<b>In Figure</b>
	<b>Capital Expenditure</b>	<b>--</b>	<b>In Figure</b>	<b>In Figure</b>	
1.	26ft Chassis with Stepney	<b>Nos.</b>	<b>04</b>		
2.	Fabrication & Enclosure	<b>Lumpsum</b>	<b>04</b>		
3.	Extendable Stage + ladder & collapsible rooftop	<b>Nos.</b>	<b>04</b>		
4.	Interiors (LED + All Others)	<b>Lumpsum</b>	<b>04</b>		
5.	Electrification & Lighting	<b>Lumpsum</b>	<b>04</b>		
6.	Miscellaneous (Warranty, Insurance, Transit Insurance, Safety, any other as per scope)	<b>Lumpsum</b>	<b>04</b>		
<b>GRAND PRICE IN Rs.</b>					
<b>Taxes @ 18% GST</b>					
<b>GRAND PRICE IN Rs. (Inclusive of Taxes)</b>					
<b>GRAND PRICE IN Rs. (WORDS)</b>					
<b>Extended Warranty for 5 Years after DLP</b>					
<b>Spares for 5 Years</b>					

## DETAILS FOR E-TENDER PROCEDURE

**NOTICE DETAILS**

<b>Tender Reference no.</b>	<b>MPCB/-----</b>
<b>Name of Work / Item</b>	Selection of Supplier for “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board”
<b>Cost of blank tender document &amp; Mode of Payment</b>	<b>₹.5,000/- (Rupees Five Thousand Only) (Non Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and CreditCard</b>
<b>EMD Amount &amp; Mode of Payment</b>	<b>₹.1,50,000.00/- (Rupees One Lakhs Fifty Thousand Only) through Online Payment Modes i.e., Net Banking, Debit Card, Credit Card and NEFT/RTGS or as provided by the E-Tender website during Bid Preparation Stage.</b>
<b>Venue of online opening of tender</b>	MPCB Conference Hall, Kalpataru Point, 4 <sup>th</sup> Floor, Sion Matunga Scheme Road No.8, Opp. Sion Circle. Sion (East), Mumbai - 400 022
<b>Address for Communication</b>	Member Secretary MPC Board, Kalpataru Point, 4 <sup>th</sup> Floor, Sion Matunga Scheme Road No.8, Opp. Sion Circle. Sion (East), Mumbai - 400 022
<b>Contact Telephone &amp; Fax Numbers</b>	Tel.No. - 022- 240 87 295, 022- 240 10437 Fax - 022- 240 87 295 Email - <a href="mailto:jdair@mpcb.gov.in">jdair@mpcb.gov.in</a>

### 37 ANNEXURE – 6

#### e-TENDER TIME SCHEDULE

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

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	Release of E-tender	Department	10/11/2023	17.00	24/11/2023	17.00
2	E-tender Download	Bidders	10/11/2023	17.00	24/11/2023	17.00
3	Request for Clarification toMPCB		10/11/2023	17.00	16/11/2023	17.00
4	Bid Submission start Date	Bidders	10/11/2023	17.00	24/11/2023	17.00
5	Envelope OpeningDate (Technical Bid)	Department	28/11/2023	11.30	-	-
7	Date of presentation and Envelope OpeningDate (Price Bid)	Department	<b>To be announced later</b>			

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



**38 Attachment 1**

**FORM OF LETTER OF AUTHORITY**

To,  
The Member Secretary,  
Maharashtra Pollution Control Board, Kalpataru Point,  
3rd Floor, opp. Cine Planet, Near Sion Circle, Sion (East), Mumbai – 400 022.

**Name of Manufacturer**

Subject: -Letter of Authority from Manufacturer / Authorized Supplier

Dear Sirs,

We, (Name of Manufacturer / Supplier), a manufacturer / Supplier duly organized and existing under the law of (Country Name) with its principal office of business as (Address) hereby make, constitute and appoint (name of Bidder), a company duly organized and existing under the laws of (Country Name) with its principal office of business at (Address) to be our true and lawful attorney in fact to do the following sets and deeds:

To present and bind us in the for Selection of Supplier for “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board” at in the State of India, regarding the Supply and installation of the following Display Van proposed in the bid which we manufacture or produce.

Item No.	Name (Brand) of Display Van

We, as a manufacturer / authorized supplier bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once (Name of Bidder) has been selected as a successful bidder, we shall manufacture, delivery and install the Display Van in accordance with the terms and conditions of contract with (Name of Bidder) and the State Pollution Control Board.

We hereby give and grant to the said (Name of Bidder) full power and authority to do and perform all and every act and thing whatsoever, requisite necessary and proper to be done in the premises, as fully, to all intents and purposes as we might or could do with full power of submission and renovation hereby ratifying and conforming all that (Name of Bidder) or its duly authorized representative shall lawfully do or cause to do done by virtue hereof.

IN WITNESS WHEREOF, we have hereto signed this document on ----- ACCEPTED ON  
-----, 2023

NAME OF BIDDER, MANUFACTURER

NAME OF ISSUING AUTHORITY

(Name of duly authorized Representative  
to sign and signature)

(Name of duly authorized Representative  
to sign and signature)

(Rank of position and department)

(Rank of position and department)

**39 Attachment 2**

**FORM OF BANK GUARANTEE**

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.-----

Ref. No.:-

To,  
The Member Secretary,  
Maharashtra Pollution Control Board, Kalpataru Point, 3rd Floor,  
Opp. Cine Planet, Near Sion Circle, Sion (East), Mumbai – 400 022.

Dear Sirs,

WHEREAS----- (hereinafter called “the Bidder”) has submitted its bid dated----- for “Supply, Installation & Commissioning of 4 numbers of Mobile Display Van to Promote Awareness and Sustainability of Bamboo Ecosystem in the Community” for Maharashtra Pollution Control Board” at Mumbai (hereinafter called “The Bid”) KNOW ALL MEN by these present that WE----- of having our registered office at (hereinafter called “The Bank”) are bound unto MAHARASHTRA POLLUTION CONTROL BOARD, India (hereinafter called “The Board”) in the sum of ---- (amount as per bid document in Indian Rs. ---- in words and figures), for which payment well and assign, by these presents. Sealed with the common seal of the bank this-----day ----- --- of 2023.

THE CONDITIONS of this obligation are:

1. If a Bidder withdraws / modifies its Bid during the period of Bid validity specified in Sub-clause 4.6 hereunder;

Or

2. If the bidder having been notified of the acceptance of its bids by the Board during the period of bid validity:  
a. Fails or refuses to execute the Contract Form, when requested ; or  
b. Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

Or

3. In case bidder refuses to withdraw, without any cost to the Owner, those deviations, which the bidder did not state in the Deviation Schedules.

We undertake to pay to the Board up to the above amount, according to, and upon receipt of, its first written demand, without the Board having to substantiate its demand, provide that in its demand the Board will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three above stated conditions, specifying the occurred condition or conditions.

[NAME OF BANK]  
By (Title)

Authorized Representative

(Signature of Witness)

Name of Witness

Address of Witness

**Schematic of Proposed Display Van:**

