



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

**Request for Proposal for Selection of Agency
for
outsourcing of skilled and unskilled
Manpower in Maharashtra**

RFP Reference No: MPCB/EB/2024/02

Date of Issue: 05/09/2024

RFP Price: INR 23600/-

ISSUED BY:

THE MEMBER SECRETARY,
MAHARASHTRA POLLUTION CONTROL BOARD,
KALPATARU POINT, 3RD FLOOR, OPP. PVR CINEMA,
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1. Disclaimer

This Request for Proposal (RFP) for “**Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra**” is issued by Maharashtra Pollution Control Board (MPCB).

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

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

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

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

1.1 Abbreviations

Abbreviation	Description
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GCC	General Contract Conditions
GOM	Government of Maharashtra
GST	Goods and Services Tax
KPI	Key Performance Indicator
MPCB	Maharashtra Pollution Control Board
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
PDF	Portable Document Format
RFP	Request for Proposal
SLA	Service Level Agreement
SSP	Selected Service Provider
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee

1.2 Key Terms- Definition

Term	Definition
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre- qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Business Organization/Firm who shall for providing unskilled and skilled Third-Party Human Resources
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Contractor/Selected Bidder/Successful Bidder	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the REFP.
Day	A period of 24 hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
Deliverables	The equipment, services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.

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

1.3 Tender Notice

TENDER NOTICE

Tender Ref No: MPCB/EB/2024/02

Date: - 05/09/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for “**Request for Proposal Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra**”. MPCB intends to solicit technical and commercial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **INR 23,600/-** (INR 20,000+ 18% GST Applicable and non-refundable) by payment gateway online. No brokers/intermediaries shall be entertained. The MPCB reserves the right to reject any/all applications without assigning any reasons whatsoever.

DISCLAIMER

1. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in these tender documents under "**TENDER SCHEDULE**". Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
2. Every effort being made to keep the website up to date and running smoothly 24 x 7 by the MPCB and the Bidder. However, MPCB takes no responsibility, and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
3. In the event MPCB will not liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
4. The tenders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
5. MPCB will not be responsible for any incomplete activity of e-tendering process of the renderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
6. Bidder must get done all the e-tendering activities well in advance.

1.4 Tender Schedule

Sr. No.	Particulars	Start Date	End Date
1.	Tender Publish	05/09/2024 11:00 IST
2.	RFP Document Download	05/09/2024 11:00 IST	26/09/2024 17:00 IST
3.	Submission of Pre- Bid Queries	05/09/2024 11:00 IST	12/09/2024 17:00 IST
4.	Pre-Bid Meeting	13/09/2024 15:30 IST
5.	Bid Submission	14/09/2024 15:30 IST	26/09/2024 17:00 IST
6.	Pre-qualification Opening	27/09/2024 17:00 IST
7.	Technical Bid Opening	Will be informed later.
8.	Commercial Bid Opening	Will be informed later.

Note-

- Earnest Money Deposit: **INR 20,00,000/- (Rupees Twenty lakhs only)** through online payment mode.
- All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500
- Bidders should submit the document related to tender online. The bidders who wish to submit the payment of EMD by way of RTGS/NEFT should pay the same two working days in advance before the last day of bid preparation.
- Cost of tender form of **INR 23,600/- (INR 20,000 + 18% GST Applicable and non-refundable)**, should be credited in to MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
- Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.
- The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.

2 Invitation for Bids

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document for the **“Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra”** as detailed in this RFP document.

The complete bidding document shall be published on <https://mahatenders.gov.in> for the purpose of

downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.

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

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

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

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

Sr. No.	Items	Description
1.	RFP Reference No.	MPCB/EB/2024/02
2.	Name of the Project	RFP for “ Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra ”
3.	RFP Document Download Start / End Date & Time	Start Date: 05/09/2024 11.00 IST End Date: 26/09/2024 17.00 IST Please visit the below mentioned e-Tendering website https://mahatenders.gov.in
4.	Last date to send in requests for clarifications	All the queries should be received on or before through email only with subject line as follows: “ Pre-Bid queries - <Agency’s Name> ”. The queries should be submitted as per the format prescribed in Section 9 (9.1) The Pre-Bid queries to be sent to the Email Id: aoseb@mpcb.gov.in ;

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Sr. No.	Items	Description
5.	Address	Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: aoeb@mpcb.gov.in
6.	Pre-Bid meeting	Pre-Bid Meeting 13/09/2024 @ 15:30 IST MS Teams Video call link: (To be informed later) Pre-Bid meeting to be attended virtually or physically.
7.	Bid Submission date and Time	26/09/2024 17.00 IST
8.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (18% GST Applicable and non-refundable)
9.	Date Time and Place of opening of Pre-Qualification Bid	27/09/2024 17.00 IST
10.	Date Time and Place of opening of Technical & Financial Proposals	Will be intimated later to the qualified bidders at respective stage
11.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only.	INR 20,00,000/- (Rupees Twenty lakhs only)
12.	Security Deposit / Performance Bank Guarantee (PBG)	5% of the contract value valid up to Three (03) months post end of contract. PBG should be only from Nationalized banks.
13.	Last date for signing contract	Within 30 days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble MS, MPCB.
14.	Bid Validity Period	180 days from the date of opening of commercial bid. To be extended as per MPCB's instructions.
15.	Contract Period	Date of Issuance of Work Order + 3 year Contract may be further extended for a period of 1 years on annual basis based on performance i.e., (3+ 1) years.
	Contact Details The Member Secretary/Administrative Officer, Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema,	

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Maharashtra

Sr. No.	Items	Description
	Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: aoeb@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/	

Note: Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

3 Instructions to Bidders

3.1 Introduction of MPCB

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

Some of the important functions of MPCB are:

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

3.2 Purpose

MPCB hereby invites proposals from reputed, competent and professional companies for a period of initially for **Three (03) years and further extendable for 1 years on annual basis subject to performance**, who meet the minimum eligibility criteria as specified in this bidding document for **“Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra”**. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in this RFP document.

Address for Correspondence & Contact Person:

The Member Secretary/Administrative Officer,
Maharashtra Pollution Control Board,
3rd Floor, Kalpataru Point, Opp. PVR Cinema,
Sion Circle, Sion, Mumbai-400 022
Tel: **022-2401 4701 / 2402 4068**
Email ID: aoeb@mpcb.gov.in

3.3 Consortium/ Joint Venture/Sub-contracting

Consortium / Joint Venture Bid is also not allowed for this RFP. However, Sub-contracting is allowed for Information Technology based solution for Human Resources Management System (HRMS). It is to be noted that the selected agency shall be fully responsible for all aspects related to delivery and maintenance of HRMS system.

3.4 Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal forfeiture of the EMD.

3.5 Proposal Preparation Costs

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

3.6 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in the Clause 9.1. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses

3.7 Amendment of RFP Document

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

3.8 Supplementary Information to the RFP

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

3.9 MPCB's right to terminate the process

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

3.10 MPCB's Right to accept any Bid and to reject any or All Bids

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

3.11 Earnest Money Deposit (EMD)

1. Bidders shall submit **EMD of INR 20,00,000/- (Rupees Twenty lakhs only)** through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within 30 days from the date of finalization of the tender. The EMD for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Security Deposit (Performance Bank Guarantee).
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
 - The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

3.12 Authentication of Bid

1. The original copy (hard copy) of the RFP Document shall be signed, stamped, scanned, and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. Bid shall be submitted on official letter head of company. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. Notarised / irrevocable Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of

the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted.

3.13 Language of Bids

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

3.14 Patent Claim

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

3.15 Bid Submission Format

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

3.16 Bid Submission Instructions

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

Particulars	Instructions
Envelope / Packet A: Tender Fee, EMD and Pre-qualification Proposal	<p>Tender Fees, Earnest Money Deposit (EMD) and Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> a. Checklist for Pre-Qualification Proposal b. Pre-Qualification documents c. Bidder and Bidding Firm Details d. Scanned and signed stamped copy of RFP and its corrigendum must be uploaded through online bid submission process. <p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p>

Particulars	Instructions
Envelope / Packet B: Technical Proposal	<p>The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.</p> <p>Technical Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Envelope / Packet C: Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in Financial Proposal only. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

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

- MPCB shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- MPCB may seek clarifications from the Bidder on the Technical proposal. Any of the clarifications by the Bidder on the Technical proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the Technical proposal during the evaluation of the technical offer.
- Financial Proposal shall not contain any technical information. Similarly, technical proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.
- It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
- Proposals sent by fax/post/courier shall be rejected.
- It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria and the Technical Evaluation of the bid are uploaded on the portal well within

time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

3.17 Late Proposal and Proposal Validity Period

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

3.18 Modification and Withdrawal of Proposals

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

3.19 Non-conforming Proposals

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

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

3.20 Acknowledgement of Understanding of Terms

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

3.21 Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in three stages.
4. In the first stage, Tender fee, EMD and Pre-qualification proposal and documents as per checklist will be opened and evaluated.
5. In the second stage, Technical Qualification proposal and documents as per checklist shall be opened who qualify Pre-Qualification criteria and evaluated as per the criteria mentioned in the RFP.
6. In the third stage, Financial Proposal of those Bidders, whose Prequalification and Technical qualification bids qualify, shall be opened

7. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
8. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
9. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
10. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

3.22 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as "TEC") to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Section 3.23 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
3. TEC shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
4. The financial proposals of the qualified Bidders (whose all-technical qualifications criteria are qualified) shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
5. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
6. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

3.23 Pre-Qualification Criteria

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ1	Legal Entity	<p>The bidder should be</p> <p>a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>a Limited Liability Partnership (LLP) registered under the LLP Act, 2008</p> <p>OR</p> <p>Indian Partnership Act 1932 as amended time to time.</p>	<p>a) For companies registered under the Companies Act, 2013 or the Companies Act, 1956, General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.</p> <p>For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration and Partnership deed of Bidder/ LLP deed, as applicable</p> <p>b) Copy of PAN Card</p> <p>c) Copy of GST Registration</p> <p>d) Copy of Power of Attorney as per Annexure F</p> <p>Based on the type of company, Documents as applicable shall be submitted by the bidders</p>
PQ2	Turnover	<p>The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 10 Cr.</p> <p>(F.Y 2020-21, FY 2021-22, FY 2022-23)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor</p> <p>and</p> <p>Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure E</p>
PQ3	Net worth	<p>Bidder shall have Positive Net Worth in each of the last three (03) Financial Years.</p> <p>(F.Y 2020-21, FY 2021-22, FY 2022-23)</p>	<p>Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor and</p>

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
			Certificate duly signed by Statutory Auditor of the Bidder for Net Worth as per the format Annexure E
PQ4	Compliance	The Bidder should be registered with appropriate authorities under following: a. Employees Provident Fund AND b. Employees State Insurance Acts or Group Insurance Schemes or Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	a) Attested copy of the Employee Provident Fund registration letter / certificate b) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.
PQ5	Project Experience 1	The Bidder must have experience in “similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing at least INR. 26 Cr. OR Two (02) projects with “Similar works” each costing at least INR. 16 Cr. OR Three (03) projects with “Similar works” each costing at least INR. 13 Cr.	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. c) Project Citation as per format specified in Clause 6.4

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
PQ6	Project Experience 2	The bidder must have experience in “similar works” for at least 11,000 man – months in one or more Project/s (maximum 2) in India in last seven (07) years as on last date of submission of bid.	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having completed relevant scope</p> <p>c) Project Citation as per format specified in Clause 6.4 and</p> <p>d) Declaration for having experience Annexure F</p>
PQ7	Certification	The bidder shall have ISO 9001:2015 and ISO 45001/ SA 8000 Certification valid as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid.
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	<p>a) Copy of existing office address proof like 7/12 (satbara) / lease agreement/ electricity bill in the name of the bidder</p> <p>b) In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure K.</p>
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) /	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure A.

#	Basic Requirement	Eligibility Criteria	Documents to be submitted
		Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	

**“Similar Works” means projects which involves deployment of manpower, essentially including services at any reputed institution, office, hospital, industry only in Central Government or its department / State Government or its department / Urban Local Body (ULB)/ PSU.

3.24 Evaluation of Pre-Qualification Proposal

- TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section 3.23 of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.

At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

3.25 Technical Bid Evaluation Criteria

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

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
TE 1.	Financial Strength (15 Marks)			
TE 1.1	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 10 Cr. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Average Annual Turnover (in INR) (Cr) 1) < 10 Cr.: Disqualified 2) >=10 Cr. and < 20 Cr. : 10 marks 3) >=20 Cr. and < 30 Cr. : 12 marks 4) >=30 Cr.: 15 marks	15	a) Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor and b) Certificate duly signed by Statutory Auditor of the Bidder for total

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
				turnover as per the format Annexure E c)
TE 2.	Bidder's Relevant Strength (75 Marks)			
	No of years of relevant Experience in "similar works"	1) < 3 Years.: Disqualified 2) >=3 Years and 15 < Years : 6 marks 3) >=15 Years and < 27 Years : 8 marks >= 27 Years: 10 marks	10	a) Copy of Certification of registration b) Copy of Work Order and Completion Certificate showcasing business continuity
TE 2.1	Bidders' Experience The Bidder must have experience in "similar works" during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" costing at least INR. 26 Cr. OR Two (02) projects with "Similar works" each costing at least INR. 16 Cr. OR Three (03) projects with "Similar works" each costing at least INR. 13 Cr.	Project value of maximum any three projects submitted 1) >=INR 26 Cr and < INR 39 Cr.: 10 Marks 2) >=INR 39 Cr. and < INR 52 Cr.: 12 marks 3) >=INR 52 Cr.: 15 marks	15	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project. Project Citation as per format specified in Clause 7.2

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
				and Declaration for having experience Annexure F
T.E. 2.2	The bidder must have experience in “similar works” for at least 11,000 man – months in one or more Project/s (maximum 2) in India in last seven (07) years as on last date of submission of bid.	Manpower deployed in India: 1) For $\geq 11,000$ and $< 22,000$ man-months: 10 marks 2) For $\geq 22,000$ and $< 33,000$ man-months: 12 marks 3) For $\geq 33,000$ man-months: 15 marks	15	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in Clause 7.2
T.E. 2.3	The bidder must have experience in “similar works” in at least three (03) districts in any state in India during last seven (07) years (in maximum 2 projects) as on last date of submission of bid.	Successfully executed project in any state in India: 1) For < 03 districts: 00 marks 2) For 3 districts: 05 marks 1 mark for each additional district: Max 10 marks	15	

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
TE 2.4	<p>Proposed Human Resource / Manpower and experience:</p> <p>The bidder must have deployed at least 300 manpower for “similar works” Project/s (maximum 2) in India as on last date of submission of bid.</p>	<p>Number of Manpower deployed in Max 2 projects as on last date of submission of bid, meeting the criteria:</p> <p>1) < 300: Disqualified 2) >=300 and < 900: 05 marks 3) >=900 and < 1500: 08 marks 4) >=1500: 10 marks</p>	10	<p>a) Bidders shall submit copy of work order / copy of the contract agreement mentioning the relevant scope of Work.</p> <p>b) Certificate from the client on client’s letter head mentioning the relevant scope of Work.</p> <p>c) Project Citation as per format specified in Clause 7.2 and Declaration for having experience Annexure F</p>
TE 2.5	The bidder shall have ISO 9001:2015 and ISO 45001 and SA 8000 Certification valid as on last date of submission of bid.	<p>1) ISO 9001:2015 and ISO 45001 / SA 8000: 03 Marks</p> <p>2) All three certificates: 05 marks</p>	05	Copy of valid certifications as on last date of submission of bid.
TE 3.	Presentation (15 marks)			
TE 3.1	Presentation* by the bidders on their understanding of the business / functional requirements of MPCBs and proposed solution and implementation approach.	<p>For presentation in below categories:</p> <p>Service Provider response on Terms of Reference will be scored on the following metrics</p> <p>Capability to provide an IT Dashboard for centralized monitoring providing a real time view of:</p> <p>1. Manpower Wages and deductions (3 marks)</p>	15	Presentation delivered by the bidder should depict Bidder's understanding of the business / functional requirements of the MPCB, the proposed solution and implementation approach.

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents
		2. Manpower attendance, leaves, holidays (3 marks) 3. Manpower appraisal, salary slips, contract (3 marks) Other metrics: 4. Detailed plan of action on fulfilling of demand for each role in every location (3 marks) 5. Risk Mitigation Plan including spare manpower, replacement plan (3 marks)		
		Total	100	

Note: *The date, time, venue, and mode of the presentation will be separately communicated to eligible bidders.

***“Similar Works” means projects which involves deployment of manpower, essentially including services at any reputed institution, office, hospital, industry only in Central Government or its department / State Government or its department / Urban Local Body (ULB)/ PSU.

3.26 Evaluation of Technical Proposal

1. TEC shall review the technical proposal of the pre-qualified bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and TEC reserves the right to seek clarification if required.
2. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g., Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical qualification evaluation.
3. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points (Refer Section 3.25) based on the technical evaluation criteria detailed in the RFP.
4. **Bidders who have scored minimum 75 marks in Technical Evaluation will be considered for Financial Bid Evaluation.**
5. The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the MAHA e-Tendering system.
6. MPCB reserve the right to accept or reject any or all bids without giving any reasons thereof.

7. MPCB shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.
8. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

MPCB reserves the rights to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the technical qualification evaluation process.

3.27 Financial Evaluation

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

3.28 Award of Contract

Final choice of MPCB to award this project to a suitable bidder to execute this project shall be made on the basis of the L1 rate i.e., lowest rate quoted by the bidder.

3.29 MPCB's Right to accept any Bid and to reject any or all Bids

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

3.30 Letter of Intent

MPCB will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. MPCB will promptly notify each unsuccessful bidder(s).

3.31 Letter of Acceptance

The successful Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the Letter of Acceptance (LOA) in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. After LoA, security deposit to be submitted as per LoI by the successful Bidder within the stipulated time mentioned in LoI failing to do so MPCB may take necessary actions.

3.32 Issuance of Work Order and Delivery Schedule

Post submission of security deposit by the Successful Bidder, MPCB will issue the work order which will initiate the Timeline “T0” of the project work to be started.

The selected agency shall adhere to the delivery schedule mentioned below:

Sr. No.	Milestones	Description	Timelines
1.	Day of receipt of Letter of Acceptance / Work Order		T0
2.	Submission of detailed project plan and detailed SRS, and plan for deployment of resources complying with this RFP		T0+ 1 Week
3.	Manpower deployment	Deployment of the resources onsite at MPCB complying with RFP requirement	T0+ 1 Month
4.	Web and mobile based HRMS	Bespoke development, testing, installation, and commissioning / GO-Live of Web and Mobile (Android and iOS) based HRMS	T0+ 1 Month
5.	Stabilization of the Web and mobile based HRMS	Stabilization of the Web and mobile based HRMS for 1 month after GO-LIVE involving bug fixing, feedback incorporation and streamlining system before start of Annual Maintenance	T0+ 2 Months
6.	Hosting of the HRMS on public cloud	Cloud hosting services for the HRMS system including Servers, storage and internet having minimum 10 Mbps internet for initially 3 years and extendable	(T0+ 1 month) + 3 years (Extendable for 1 years on annual basis) i.e., 3 + 1 mechanism.
7.	Security Audit of the System	Security Audit of the System from CERT-IN empaneled third-party Agency before Go-Live and annually once during O&M / Annual Maintenance Contract (AMC).	1 st certification – before GO-Live. 2 nd and 3 rd audit at the start of corresponding AMC year as per extension.

8.	Training and Handholding	Impart training to the onboarded employees and MPCB employees before Go-Live and submission of training documents.	Before GO-Live and after GO-Live.
9.	Operation and Maintenance of the enterprise system	End-to-end Operation and Maintenance of the HRMS System initially for 3 year and extendable for 1 years on annual basis including cloud hosting through offshore model	3 years after GO-Live and extendable for 1 years on annual basis subject to satisfactory performance

3.33 Signing of Contract

1. The Successful Bidder shall enter into contract agreement with MPCB within Thirty (30) days Letter of Acceptance (LOA) issued to the successful bidder by MPCB. Upon the Successful Bidder's furnishing of Security Deposit, MPCB will promptly notify each unsuccessful Bidder.
2. Further, INR 2000 penalty will be levied per day if the contract is not signed abovementioned time period.
3. If the signing of contract is not completed within 2 months after receiving LOA, then the offer made to the Successful Bidder shall stand annulled.
4. Any expenses related to registration of Agreement shall be Borne by Successful Bidder(s).

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

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

3.35 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement ([Annexure D](#)) with MPCB.

3.36 Security Deposit / Performance Bank Guarantee

1. Security Deposit / Performance Bank Guarantee is governed for services as follows:
 - a. The bidder shall carry out the services in conformity with the requirements of the RFP, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - b. The Earnest Money deposited at the time of bid submission would be given back to the Successful Bidder on payment of Performance Bank Guarantee in the form of a Bank Guarantee.
2. The Successful Bidder shall deposit the Performance Bank Security as follows:
 - a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised Bank, of value and valid for Three (03) months after end of the project,
 - b. The Performance Bank Guarantee should be furnished within 7 Working Days from the date of issue of Letter of Intent / Award OR Work Order OR CONTRACT.

- c. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the bidder.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within 15 days of such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

3.37 Bid Prices

The bidder has to quote for “**Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.**” in the format given for financial bid. Validity of Bid shall be of 180 days from date of opening of commercial bids.

3.38 Bid Currency

The rates quoted shall be in Indian Rupees only.

3.39 Signature

Representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all pages of the Bid, including the tender/bid document. The same must be uploaded along with the Eligibility documents. All obligations committed by such signatories must be fulfilled.

3.40 Correction of errors

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

3.41 Corrections to Arithmetic errors

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

3.42 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The bidder submits conditional offer.
3. Bid is received in incomplete form.
4. Bid is received after due date and time.
5. Bid is not accompanied by all requisite supporting documents.
6. Bidder enclosing Commercial Bid in Technical Bid.
7. The successful bidder fails to enter into a contract within period specified by MPCB of the date of notice of award of contract or within such extended period, as fixed by MPCB.
8. Awardee of the contract has given the letter of acceptance of the contract with his conditions.
9. Non - fulfilling of any condition / term by bidder.

3.43 Tendering Under Different Names

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

4 Scope of Work

The successful bidder will be required to undertake various field and off-site activities to complete the broad deliverables mentioned in this section.

4.1 Brief Scope of Work

4.1.1 Purpose

The Department seeks the services of a reputed, well established and financially sound Agency for providing human resources across Maharashtra. The selected agency shall deploy such number of manpower as and when demand raised by the MPCB, Mumbai. The deployed manpower will be the employees of the appointed agency only. It shall be appointed agency's duty to pay salary as applicable every month directly into their bank account.

The persons deputed should not be below the age of 18 (Eighteen) years and not more than 58 (Fifty-Eight) years.

This RFP provides information to enable the Bidders to understand the broad requirements to submit their bids.

4.1.2 Roles & Responsibilities of the Agency

1. To provide the requisite number of manpower/resources having qualification / experience for each category required.
2. To have manpower on its payroll or contract and shall be employees or contractual resources of the agency for all intents and purposes. The agency shall not outsource the manpower to third party.
3. To provide the manpower's full details like name, residential address, date of birth, academic qualification previous experience etc. along with a photograph of the person to the Department.
4. To verify the police records of these manpower before their deployment at the Department's locations and ensure that these resources do not have any criminal records.
5. To undertake background check of these resources before their deployment at the Department's locations
6. The agency should conduct health check-up of the resources every year and reports of the same should be accessible to the Department. The charges for the same should be borne by agency from their administrative charges.
7. To ensure that the personnel deployed are medically fit & certificate of their medical fitness to be provided when called for.
8. To comply with all the applicable laws and rules of Government of India and Government of Maharashtra.
9. To ensure that the deployed resources fully adhere to the rules & regulation of the Department during their deployment period
10. To provide the requisite training to resources as per the business requirements

11. To pay the monthly salary to the deployed manpower through NEFT/Bank Transfer post receipt of monthly payment for the deployed resources from the Department through NEFT/Bank Transfer only. No cash payment to the personnel should be made under any circumstances.
12. To be responsible for payment of wages to the manpower deployed in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund, ESIC Act, TDS, etc. as applicable. The Department shall not incur any liability for any expenditure whatsoever on the manpower resources deployed by the agency in this regard.
13. To provide photo identity cards to the manpower resources deployed at the Department under this RFP. Deployed manpower resources shall wear this identity card and shall be displayed prominently while on duty at the Department.
14. To provide the resource requirements of various industries including other Department / Corporations / Offices of Government of Maharashtra at the prevailing man-month rate during the agreement period.
15. To agree and confirm that the manpower deployed under this project shall:
 - i. Have responsibilities and duties as per the circular/GR issued by the Department and Government of Maharashtra from time to time
 - ii. Not claim nor be entitled for any perks and other facilities admissible to regular/confirmed employees / contractual resources of the Department during or after agreement period.
 - iii. Not have right to demand for any type of permanent employment with the Department or its allied Offices.
 - iv. Not claim any benefit / compensation / absorption / regularization of services with the Department.
 - v. Not divulge or disclose any confidential data of the Department to any person or entity
 - vi. Render their sincere services to the Department during any kind of natural calamities to their best extent.
 - vii. Not in any way act against interest of the Department.
 - viii. Have polite, cordial and positive behaviour while working at the Department's location
 - ix. Work efficiently while handling the assigned work so that their actions promote goodwill and enhance the Department's image.
 - x. Agree to be frisked / checked by the security personnel at the entry / exit of the Department's location or on duty at any time during performance of their duties.
16. The agency should do as mentioned below from their administrative fees / charges.
 - i. Conduct skill development training program for the resources being deployed on regular basis as required and charges shall be borne by agency from their administrative fees / charges.
 - ii. Provide resource welfare activity to improve quality of life and job satisfaction.
 - iii. Provide yearly health check-up.
 - iv. Background Check & Police verification report of the resources.
17. The agency should develop Human Resource Management System (HRMS) web based and mobile App (Android and iOS) based

- i. The agency should have a web based HRMS as on the date of bidding to maintain the resources' attendance details. It shall be accessible through responsive web app / Mobile App. Its access shall be provided to the Department and the customized reports should be made available as and when required. The HRMS is not required to be supply under this Project & should be hosted on public cloud. The key modules to be provided under HRMS are human resources planning, attendance, training and development, performance management, compensation and benefits management, employee relationship management, covering all the compliance of wages and labour laws for employment etc.
- ii. The attendance of the resources should be marked through the application provided by the agency by capturing the geo-location of respective offices where resources are deployed. Dashboard and reports should be accessible to the Department users. Alternatively, the attendance of resources of the successful bidder can mark their attendance through MPCB's existing system and the same shall be shared with the agency through API integration.
- iii. The selected bidder shall conduct security audit of the software application from Govt. approved agencies like CERT-In/ STQC

The functional requirement of the HRMS system (web based and mobile app (android and iOS)) based is as below:

1.	General Services
a.	System should provide for retrospective calculations to be handled for all types of scenarios (employee joining, leaving, pay hike, etc.)
b.	System should be able to handle all statutory regulations and maintain the details directly in the screens provided for data entry. All rules related to such acts should be preconfigured in the system.
c.	System should be capable of installing patches to take care of any statutory changes.
d.	System should provide the capability to upload documents of employees like certificates, transfer letters in a scanned format into the system and ability to retrieve them whenever required
e.	System should capture all the details required for functioning of MPCB.
f.	System should have secured user management and authorization of the users. Admin access should be provided to MPCB to verify the employee details.
g.	System should provide role-based access.
2.	Contractual Employee Master Data
a.	System will be able to record and store Master Data Information for an Employee for following areas and should be able to provide a snapshot of contractual employee's history at any point in time on a click including: <ul style="list-style-type: none"> • Name • Department • Employee ID • Mailing Address • Permanent Address • Education Qualification • Previous Employment • Phone Numbers / Contact Information / E-Mail ID • Emergency Contact details

	<ul style="list-style-type: none"> • Date of birth • Blood group • Gender • Marital status • Physically handicapped status • Work Experience • Languages known • Employee photo, • Signature • PAN No. • Aadhar / Passport • PF / EPF number • Police verification report • Deployment Location (selection from drop down menu) • Job code / designation • Job history covering details of appointments • Transfers within MPCB • Increments • Date of pay rate change • Date of deployment / joining • Date of termination • Leaves management • Daily attendance management • Compensation data including components of pay • Record of all disciplinary actions against the employees
b.	System shall have provision to define Roles and Designations as per MPCB requirements and assigning employee to the same.
3.	Employee Attendance and Salary details
a.	System should integrate with MPCB's biometric attendance system
b.	System should display salary paid information in the system accessible to MPCB
4.	Recruitment Details
a.	Ability to provide a summary of the applicants that have been hired against the job requisition.
b.	Ability to maintain complete employee information, historical and current. Especially in the area of maintaining images (photos, CVs, appraisals, etc.).
c.	Ability to resurrect an expired employment list if required.
d.	Ability to track progress of a candidate in any step of the recruitment process.
e.	Ability to maintain a record of all resumes received from all candidates
5.	SLA
a.	All SLA/penalty parameter as per RFP
6.	Reports
a.	Attendance of contractual employees (from date to date) location wise
b.	Resource Deployment status report- Required vs Actual
c.	Salary Payout Reports
d.	Employee PF payment details report accessible to MPCB users. This should be available minimum on quarterly basis from the system as well as printed receipts.
e.	Penalty Reports (Location wise/ Overall)

18. Deployment of HRMS system on public cloud
 - a) The selected agency should deploy the HRMS system on public cloud
 - b) The system should be made accessible to all the users through web or mobile platforms
 - c) The server sizing should be done in such a way that it offers best system performance to the users
 - d) Considering the no. of users, internet bandwidth of minimum 10 Mbps
 - e) The system should be available to the users during peak time
19. Operation and maintenance of the HRMS system during contract period
 - a) The selected agency should maintain the HRMS system to be make available to the users, 24 x 7
 - b) Should implement changes as per requirement and fix the bugs as and when identified
 - c) The data should be backed up on regular basis incrementally and should be stored during contract period.
20. Security audit of the HRMS system
 - a) The selected agency should perform security audit of the HRMS system on regular basis from CERT-IN empanelled agency only
 - b) The security audit frequency should be minimum annually once
 - c) The security audit clearance certificate should be shared with MPCB after each audit
21. The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower resources deployed by the Selected Agency.
22. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency directly or indirectly to any person, firm or whosoever.
23. The Agency shall ensure that the wages of the resources deployed under this engagement are released by 10th day of every month. The Payment of resources deployed at MPCB should be made in accordance with administrative guidelines defined by the MPCB during the contract period without violating any rules prescribed there in.
24. MPCB shall pay manpower cost to the selected agency every month. In some cases, it might happen that processing of payment may get delayed from MPCB's end. The selected agency without waiting for payment credit, shall pay all the deployed employees their salaries within the above-mentioned timeframe.
25. The manpower shall work for 5/6 days a week as per Department's rules and requirements.

4.2 Deployment process for the manpower

1. The deployment of manpower shall be done as follows:
 - a) The selected bidder shall provide resumes of suitable resources against deployment of each post to the concerned head of the Department.
 - b) Head of the Department / Officer of the Department shall conduct interview if required and shortlist the resource/s.
 - c) The details of the shortlisted resource shall be communicated to the MS office by the concerned agency.
 - d) Once the resource is deployed, the respective representative of the Department's official shall allocate the work to be done to respective resource/s and the resource shall report to the department's officials for all work-related purpose
2. The agency shall deploy the manpower within 30 days (or within such additional time as may be allowed by the Department) from the date of receipt of work order. Any additional deployment as requested by the Department shall have to be met within 60 days (or within such additional time as may be allowed by the Department) from the date of work order issued by the Department.
3. Depending on the business requirement selected agency can reshuffle / withdraw / replace the resource/s.
4. Also, if resource not found suitable for any reasons by the concerned office, the respective office should report to agency to withdraw / replace the resource with due approval. The agency shall withdraw / replace the respective resource after such approval of the concerned office.
5. Since the resource will be deployed on-site at concerned office. It's difficult to have control on individual resource by agency. In case of misbehaviour / misconduct / malpractices done by any of onsite deployed resource, the information of such resource should be given by the concerned office to respective agency in writing and demand for the replacement of that resource. Agency shall immediately terminate the services of that respective resource involved in malpractice / misconduct / misbehaviour.
6. The Department shall pay the agreed man-month rate for the deployed resources to the agency as per the payment terms stipulated in this RFP, failing which the Bidder shall have right to withdraw the resources.
7. No wage / remuneration shall be paid to any manpower resources for the days of absence from duty.
8. Personnel in various locations shall be deployed in phases as per requirements at the MPCB offices for which the contractor shall have no claims whatsoever. Quantities mentioned in the Clause 4.5 are tentative, and therefore, can be increased/decreased depending upon the requirement for which the contractor shall have no claim, whatsoever. The decision of Hon'ble MS in this regard shall be final and binding.
9. In case, the contractor fails to provide full requisite services as per schedule of quantities and prices or as per the directions of Competent Authority on particular day/days, the monthly remuneration/salary shall be reduced / paid proportionate to the contractor.

10. The MEMBER SECRETARY shall be at liberty to object to and require the contractor to remove from the work, any person(s) employed by the contractor who in the opinion of the MEMBER SECRETARY, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of the MEMBER SECRETARY.
11. In the event of change/transfer of personnel, contractor shall immediately intimate the MEMBER SECRETARY about the same & the particulars regarding person being deployed against replacement shall also be submitted upon replacement of personnel. Frequent change transfer of personnel shall be avoided.
12. The deployment of personnel under the contract shall be done at the designated locations in the manner as called for under the scope of work of this tender and in accordance with the directions of MEMBER SECRETARY. For this purpose, necessary entry passes shall be issued as per procedure.

4.3 Assignment & Subletting:

The contractor shall not sub-let, transfer, or assign the whole or any part of the work under the contract

4.4 Manpower Details and Salary

The following details pertaining to the manpower may be noted which includes position, qualification, salary, and quantity of manpower required. The salary mentioned in the below table has to be paid to each deployed resource based on individual position.

Sr. No.	Services to Man the Post	Qualification	Gross Salary (In INR)	No. of Manpower Required (Tentative nos.)
1.	Stenographer	1) Degree in any discipline 2) Government commercial certificate with a speed of 100 w.p.m. in English shorthand or 80 w.p.m. in Marathi Shorthand and 40 w.p.m. in English typing or 30 w.p.m. in Marathi Shorthand 3) Preference will be given to experienced candidates.	27,131	8
2.	Data Entry Operator	1) Graduate in any faculty from a recognized University. 2) 40 w.p.m. in English Typing or 30 w.p.m. in Marathi Typing 3) Advance Diploma in Computer Science for at least six (06) months duration or Minimum two (02) years' experience in handling data entry machines and computer	25,066	101

Sr. No.	Services to Man the Post	Qualification	Gross Salary (In INR)	No. of Manpower Required (Tentative nos.)
		terminals.		
3.	Law Officer	<ol style="list-style-type: none"> 1) L.L.B/ L.L.M from recognized university. 2) Minimum three (03) years' experience in law firm/court of low preferably in environmental laws, 3) Applicant shall be well conversant with the computer applications, 4) The age of applicant shall not be more than 35 years of age, 5) Applicant should be well conversant with the Marathi & English drafting 	49,846	01
4.	Legal Retainer	<ol style="list-style-type: none"> 1) Possess a degree in law from a recognized university, 2) One (01) year experience in law firm/court of low preferably in environmental laws, 3) Applicant shall be well conversant with the computer applications, 4) The age of applicant shall not be more than 35 years of age, 5) Applicant should be well conversant with the Marathi & English drafting 	34,358	07
5.	Scientific Assistant	<ol style="list-style-type: none"> 1) Graduate Degree in Science from the reputed university 2) Minimum two (02) year experience in relevant field 	29,196	02
6.	Analyst	<ol style="list-style-type: none"> 1) M.Sc. Environment from the reputed university. 2) Minimum one (01) year experience in relevant field 	29,196	12
7.	Account Logistics	<ol style="list-style-type: none"> 1) B.Com. or equivalent degree from the reputed university. 2) 2) Minimum two (02) year experience in relevant field 	26,098	08
8.	Technical Assistant	<ol style="list-style-type: none"> 1) M.Sc. (Environment preferred) 2) Minimum one (01) year experience in relevant field 	31,261	09
9.	Web Administrator	<ol style="list-style-type: none"> 1) BCS or BCA from the reputed university 2) Minimum two (02) year experience in relevant field 	29,196	04

Sr. No.	Services to Man the Post	Qualification	Gross Salary (In INR)	No. of Manpower Required (Tentative nos.)
10.	System Administrator	1) B.Sc. (IT)/BCA/B.E.(IT)/ B. Tech (IT)/ MCA with experience of website upgradation and infra (Data Center and Networking) 2) Minimum one (01) year experience in relevant field	31,261	01
11.	Peon	1) Passed X (10 th) Standard	20,063	59
12.	Driver	1) Passed X (10 th) Standard 2) Heavy License issued by R.T.O. 3) Minimum three (03) years' experience in driving	24,033	37
13.	Lab Assistant	1) B.Sc. equivalent degree 2) Minimum one (01) year experience in relevant field	25,066	03
14.	Lab Attendant	1) 12th Pass with Science Stream or Diploma in Laboratory Technician 2) 2) Minimum one (01) year experience in relevant field	23,001	38
15.	Research Associate	1) M.Sc. (Environment Science) / B.E. 2) Minimum one (01) year experience in relevant field	34,358	13
			Total	303

Note:

1. Passing of MSCIT or equivalent examination is obligatory to the incumbents of posts of Sr.No.1, 2, 7
2. Driver Overtime will be applicable as per existing state government's rules policy, as amended time to time.
3. The above gross salary shall for each position shall be distributed under various categories, including Basic Pay, House Rent Allowance (HRA), bonus, other allowances, etc. as per guidelines. The payment of the bonus component shall be performance-linked and will be at the bidder's discretion subject to feedback from the department (MPCB).

4.5 Cost Escalation

The man-month rate mentioned in the financial proposal shall be escalated as per state government's (Department of Labour, Government of Maharashtra) minimum wage revision policy, as amended from time to time. The percentage salary shall be applicable for each resource category and the escalated rate then shall be taken as the effective rate for that period under consideration.

4.6 Payment Terms

1. The invoice/s should be submitted by selected agency on monthly basis along with attendance of the resources provided.
2. No advance payment shall be made.
3. There will be online Standard operating procedure (SOP) for release of payment to Agency.
4. The selected agency shall submit the invoice on monthly basis to the Department.
5. Payments shall be made by the Department every month after receipt of an error free invoice and associated documents for hired manpower. Irrespective of the payment receival date from MPCB, the selected agency shall release payment to the deployed resources before 10th day of every month regularly and make the salary paid status available to MPCB through system.
6. All payments to the selected agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
7. The Agency shall quote the service charge given in the commercial format. GST shall be paid at actuals. If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by MPCB department to selected Agency.
8. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency.
9. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency
10. The bidder shall share the proof of last month salary transfers to manpower supplied along with invoice, else the payment of that invoice will not be processed.
11. Bidder shall factor in all its expenses including development, implementation, hosting, operation and maintenance of HRMS in the service charge to be quoted in the commercial format.

4.7 Regulation and Licensing

The Successful Bidder shall arrange for all the necessary legal, regulatory, and licensing clearances for the trouble free/hassle free operations. All Licenses/accounts procured shall be in name of MPCB.

4.8 Penalties/ SLAs

Penalty shall be levied as specified below:

Sr. No.	Parameter	Description	Evaluation Metric	Basis	Penalty
1.	Milestone delivery	Adherence to planned schedule for milestone delivery. <ul style="list-style-type: none"> • Design, Development and Operationalization of HRMS system 	The delay for each milestone as per the planned schedule without a justified reason agreed and approved by	Daily	INR 1,000 per day

Sr. No.	Parameter	Description	Evaluation Metric	Basis	Penalty
			MPCB. Thereafter penalty shall be levied on daily basis.		
2.	Post HRMS implementation SLA	Availability / Uptime of HRMS webapp/mobile services	Uptime calculation of webapp ranging due to application issues = (Uptime (in hours) for month / Total time (in hours) of month) *100	Availability / Uptime of the webapp / mobile app >=99.7%. Monitoring shall be on monthly basis.	Availability / Uptime will attract penalty as indicated below <99.7% (INR 5000 per month)
		Resolution of (Minor) Defects: Basic Code related, uploading file related, access & account related, etc.	Number of defects resolved	95% of the reported defects shall be resolved within 2 days from the time of reporting the issue.	Delay of every subsequent day in providing resolution will invite penalty of INR 500 for every subsequent day's delay.
		Resolution of (Major) Defects: Database level, Errors over webpage(s), security threats, page not found, etc.	Number of defects resolved	99% of the reported defects shall be resolved within 1 day (24 Hrs.) from the time of reporting the issue.	Delay of every subsequent day in providing resolution will invite penalty of INR 1000 for every subsequent day's delay.
		MIS file / reports, clarification, resolution of query	Delivery as per due date	Addressing 100% of the reported concerns within due date as specified by MPCB.	Delay of every subsequent day in providing resolution will invite penalty of INR 500 per day per issue

Sr. No.	Parameter	Description	Evaluation Metric	Basis	Penalty															
3.	Team mobilization and deployment	Deployment of resources at MPCB offices as per requirement	Within 30 days from date of signing of contract	Daily, Per resource	<ul style="list-style-type: none"> Seven (7) days of grace period will be given after initial 30 days, post which INR 500/day/resource shall be levied up to a period of 1 month, post which the contract may be terminated. 															
4.	Manpower availability	Manpower availability and present during the contract period		Daily, Per resource	<ul style="list-style-type: none"> The following penalty shall be levied: <table border="1" data-bbox="1203 596 1546 1272"> <thead> <tr> <th>Sr. No.</th> <th>Late arrival / early departure at work in a calendar month</th> <th>Penalty Deduction</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>3</td> <td>Equivalent to 1 day's pay</td> </tr> <tr> <td>2.</td> <td>6</td> <td>Equivalent to 2 days' pay</td> </tr> <tr> <td>3.</td> <td>9</td> <td>Equivalent to 3 days' pay</td> </tr> <tr> <td>4.</td> <td>More than 9 days</td> <td>Per day penalty as per payout</td> </tr> </tbody> </table> Penalty deduction pertaining to late arrival/ early departure shall be at MPCB's discretion on case-to-case basis. Any changes to the above shall be as defined by MPCB from time to time In case the resource is absent for any working day, the payment of that resource shall be deducted on prorated basis from the running monthly bill. 	Sr. No.	Late arrival / early departure at work in a calendar month	Penalty Deduction	1.	3	Equivalent to 1 day's pay	2.	6	Equivalent to 2 days' pay	3.	9	Equivalent to 3 days' pay	4.	More than 9 days	Per day penalty as per payout
Sr. No.	Late arrival / early departure at work in a calendar month	Penalty Deduction																		
1.	3	Equivalent to 1 day's pay																		
2.	6	Equivalent to 2 days' pay																		
3.	9	Equivalent to 3 days' pay																		
4.	More than 9 days	Per day penalty as per payout																		
5.	Submission / availability of pay slips	Monthly pay slip of each deployed employee	Non-availability of payment slips through HRMS	Monthly pay slip	INR 500 per instance/reporting/case															

Sr. No.	Parameter	Description	Evaluation Metric	Basis	Penalty
			system and /or hard copy		
6.	Submission / availability of EPF statement for verification	Quarterly EPF statement of each deployed employee	Non-availability of EPF statement through HRMS system or hard copy	Quarterly statement for EPF	INR 500 per instance/reporting/case INR 1000 per instance/reporting/case

1. Due to any Force Majeure event, if the selected agency is not able to meet the timeline of deployment on account of Govt. restrictions with regards to general movement, then both the party shall discuss and mutually agree revised timelines for deployment of resources. In case the selected agency fails to meet revised agreed timelines, the necessary SLA shall be applicable.
2. Where any claim for the payment of a sum of money arises, out of or under this contract against the Agency, the Department shall be entitled to recover such a sum by appropriating in part or whole, from the performance bank guarantee to be deposited by the agency.
3. In the event of the Performance Bank Guarantee being insufficient, the balance of the total sub recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the agency under. Should this sum not be sufficient to recover the full amount recoverable, the agency shall pay to the Department the remaining balance due.
4. Selected Agency shall monitor and maintain the stipulated service levels to provide quality service to MPCB department. In case of default on any or all such Service Levels, MPCB department reserve the rights to levy penalties on Agency. The penalties shall be recovered from the invoices submitted by Agency.
5. These above mentioned all SLAs shall also be applicable for requirements of short duration i.e., less than 6 months.
6. In exceptional circumstances like resignation or inter-departmental transfer of the resource for his / her career advancement or any of the personnel issues of the resources, Agency shall transfer such resource with similar resource by giving prior written intimation to MPCB.
7. Selected Agency will follow all the provisions of the labour laws whenever applicable and will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
8. MPCB will consider genuine request for extension of time, if so, made by the Successful Bidder immediately upon sensing the delay, taking into account the reasons for such extension and grant extension of time at their discretion.
9. MPCB shall record the reason in such action with facts and figures. The grace period will not be granted if the extension is necessitated due to the default on the part of the Successful Bidder.
10. All above mentioned penalties are exclusive to each other and penalty shall be recovered with applicable and prevailing GST rate.

11. MPCB would have right to invoke termination of the contract if the penalty applicable consistently remains greater than equal to 10% of the monthly billing amount for three (3) consecutive months.

4.9 Handling of Bidder Grievances/Dispute Resolution

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

5 General Conditions of Contract

5.1 General Guidelines

1. It is presumed that the Bidder has carefully studied all condition before quoting
2. If the Bidder has any doubts, whatsoever, as to the contents of the contract he is deemed to have in good time i.e., before submitting his tender, get his doubts clarified authoritatively from the Contact Person in writing. Once the tender is submitted by Bidder, the matter will be decided according to the tender conditions.
3. No extra claims shall be accepted as regards specifications, infrastructure, royalties etc.

5.2 Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Contract.
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.
5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

5.3 Key Performance Measurements

1. Unless specified by the Employer to the contrary, the Successful Bidder(s) shall for providing unskilled and skilled Third-Party Human Resources, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, and the Service Specifications as laid down under Service Level Agreement.
2. If the Contract / Service Specification include more than one document, then unless the Employer specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Employer reserves the right to amend any of the terms and conditions in relation to the Contract / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

5.4 Commencement & Progress

The Successful Bidder(s) shall commence the performance of its obligations in a manner as specified in the Scope of Work.

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

5.5 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Neither Party shall publish nor permit to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party.

5.6 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPCB in relation to, or matters arising out of, or concerning the bidding process. MPCB will treat all information submitted as part of the bid in confidence and will require all those who have access to such material to treat the same in confidence. MPCB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MPCB or as may be required by law or in connection with any legal process.

5.7 Ethics

Successful Bidder(s) represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or Board, or its nominated agencies in connection with this RFP and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Employer standard policies and may result in cancellation of this Agreement.

5.8 MPCB's Obligations

1. MPCB nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Bidder.
2. MPCB shall ensure that timely approval is provided to the Successful Bidder(s) as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

3. MPCB's representative shall interface with the Successful Bidder(s), to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MPCB shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Employer is proper and necessary.
4. MPCB may provide on Successful Bidder's request, particulars/information/ or documentation that may be required by the Successful Bidder(s) for proper planning and execution of work and for providing services covered under this contract and for which the Successful Bidder(s) may have to coordinate with respective vendors.
5. MPCB may provide to the Successful Bidder(s), sitting space and basic infrastructure at their office location.

5.9 Events of default by the Successful Bidder

The failure on the part of the Successful Bidder(s) to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Successful Bidder(s). The events of default as mentioned above may include inter-alia the following:

1. The Successful Bidder or its team has failed to perform any instructions or directives issued by the Employer which it deems proper and necessary to execute the scope of work or provide services under the Contract, or,
2. The Successful Bidder or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Successful Bidder has fallen short of matching such standards / benchmarks / targets as the Employer may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above-mentioned failure on the part of the Successful Bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Employer.
3. The Successful Bidder(s) has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Employer, despite being served with a default notice which laid down the specific deviance on the part of the Successful Bidder's team to comply with any stipulations or standards as laid down by the Employer; or
4. The Successful Bidder's team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Employer during the term of this Contract and which the Employer deems proper and necessary for the execution of the scope of work under this Contract.
5. The Successful Bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract.
6. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Successful Bidder.
7. The Successful Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

8. The Successful Bidder's team are involved in fraud/wilful misconduct.
9. Where there has been an occurrence of such defaults inter alia as stated above, the Employer shall issue a notice of default to the Successful Bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
10. Where despite the issuance of a default notice to the Successful Bidder by the Employer the Successful Bidder fails to remedy the default to the satisfaction of the Successful Bidder, the Employer may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Employer.

5.10 Consequences of Default

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

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with which may include re-determination of the consideration payable to the Successful Bidder(s). The Successful Bidder(s) shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Bidder(s) under the Contract by a written notice of suspension to the Successful Bidder(s), provided that such notice of suspension:
 - a. Shall specify the nature of the failure; and
 - b. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Bidder(s).

Any decision taken by Hon'ble MS, MPCB shall be final and binding on the Successful Bidder(s).

5.11 Audit, Access and Reporting

1. Purpose

- a) This section details the audit, access and reporting rights of Employer and the respective obligations of Successful Bidder(s) under the contractual terms of Project Implementation, Operation and SLA Management.
- b) Employer may engage a suitable, neutral and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Successful Bidder(s) that the system implementation is complete.
- c) The Bidder being notified of any deviations from the agencies nominated by Employer regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- d) All the cost for third party agencies will be borne by the Successful Bidder(s).

2. Notice and Timing

- a) As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable

and shall not be required to give the Successful Bidder(s) any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Successful Bidder(s).

- b) The Employer or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Bidder, a security violation, or breach of confidentiality obligations by the Bidder, provided that the requirement for such an audit is notified in writing to the Bidder a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Bidder considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
- c) The frequency of audits shall be decided by the Employer
- d) In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Bidder will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by Employer, in writing.
- e) The audit and access rights contained shall survive the termination or expiration of the Agreement.

3. Access

- a) The Successful Bidder(s) shall provide Employer access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- b) Employer shall have the right to copy and retain copies of any relevant records. The Successful Bidder(s) shall co-operate with Employer in effecting the audits and providing necessary information.

5.12 Other Conditions

5.12.1 Indemnity

The Successful Bidder(s) shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Successful Bidder in the execution of or in the connection with the work of this Contract and against lose or damage to the MPCB in consequences of any action or suit being brought against the contractor anything done or omitted to be done in execution of the work of this contract.

5.12.2 Corrupt or Fraudulent Practices

MPCB requires that Successful Bidders/Suppliers/Contractors under contracts, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB.

Defines, for the purposes of this provision, the terms set forth below as follows

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract.
- Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

5.12.3 Jurisdiction of Courts

In case of any claim, dispute or difference rising in respect of the contract, the case of action there of shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in competent court in the city of Mumbai only.

5.12.4 License

The Successful Bidder(s) shall have to bear software license cost, if any for fulfilment of the contract.

5.12.5 Risk & Cost

- In case the Bidder fails to deliver the quantity of resources as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the contractor.
- If it is observed that the Contractors carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the contract & penal action will be taken against them. The above condition will be in addition to the relevant condition in General Conditions of the Contract regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the contractors relating to any matter arising out of the Contract.

5.12.6 Conflict of Interest

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

5.12.7 Confidentiality

- The Successful Bidder(s) will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Successful Bidder(s) must safeguard the confidentiality of the MPCB's and Government Department's business information, applications and data. For this, Bidder is required to sign non-disclosure agreement with MPCB and Government Department (for the respective project).
- Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Empanelment. The MPCB may apart from blacklisting the Successful Bidder(s), initiate legal action against the Successful Bidder(s) for breach of trust. The Successful Bidder(s) shall also not make any news release, public announcements or any other reference on application document or empanelment agreement without obtaining prior written consent from the MPCB.
- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

5.12.8 Arbitration

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

5.12.9 Governing law and Jurisdiction

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

5.12.10 Limitation of Liability

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

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

5.12.11 Variation in Agreement Quantity & its Payment

1. Modification to Contract to be in writing: In the event of any of the provisions of the Contract requiring to be modified after the contract documents have been signed, modifications shall be made in writing and signed by MPCB.
2. Powers of Modification to contract: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce scope.

5.12.12 Extension of timelines

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

5.12.13 Relationships

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

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

5.12.14 Termination

1. MPCB may, without prejudice to any other remedy for breach of Contract, terminate the Contract in case of the occurrence of any of the events specified in paragraphs (2) through (9) of this GCC Clause 5.12.15 In such an occurrence, MPCB shall give not less than 15 days’ written notice of termination to the Successful Bidder(s).
2. If the Successful Bidder(s) does not remedy a failure in the performance of its obligations under the Contract, **within fifteen (15)** days after being notified or within any further period as MPCB may have subsequently approved in writing.
3. If the Successful Bidder(s) becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

4. If the Successful Bidder(s), in the judgment of MPCB, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If the Successful Bidder(s) submits to the MPCB a false statement which has a material effect on the rights, obligations or interests of MPCB.
6. If the Successful Bidder(s) places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to MPCB.
7. If the Successful Bidder(s) fails to provide the quality services as envisaged under this Contract, MPCB may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. MPCB may decide to give one chance to the Successful Bidder(s) to improve the quality of the services.
8. If the Successful Bidder(s) fails to comply with any final decision reached as a result of arbitration proceedings.
9. In the event MPCB terminates the Contract in whole or in part, pursuant to GCC Clause, MPCB may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Successful Bidder(s) shall be liable to MPCB for any additional costs for such similar services. However, the Successful Bidder(s) shall continue performance of the Contract to the extent not terminated.
10. The Successful Bidder(s) may also raise request for termination of contract by giving three (3) months written notice citing valid/appropriate reasons. The termination request shall be subject to review by Hon'ble MS, MPCB before accepting and granting the same.

5.12.15 Assignment

The Successful Bidder(s) shall not assign, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party.

5.12.16 Force Majeure

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

1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Employer will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Bidder's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to

provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

3. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Bidder's fault or negligence and not foreseeable.
6. Such events may include, but are not limited to:

i. Non-Political Events:

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

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external).
- b. strikes or boycotts (other than those involving the Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty-four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year
- c. any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the selected bidder by or on behalf of such Contractor.
- d. any delay or failure of an overseas Contractor to deliver rolling stock or equipment in India if such delay or failure is caused outside India by any event specified in Sub clause (a) above and which does not result in any offsetting compensation being payable to or on behalf of such Contractor.
- e. any judgement or order of any court of competent jurisdiction or statutory authority made against the successful bidder(s) in any proceedings for reasons other than (i) failure of the successful bidder(s) to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights by the Authority; the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection;

ii. Indirect Political Event

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

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage.
- b. any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.
- c. industry-wide or State-wide strikes or industrial action for a continuous period of [24(twenty-four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year.
- d. any civil commotion, boycott or political agitation which prevents for providing unskilled and skilled Third-Party Human Resources or fulfilment of Maintenance Obligations by the Successful Bidder(s) for an aggregate period exceeding [15 (fifteen)] days in an Accounting Year.
- e. failure of the Authority to permit the successful bidder(s) to continue its construction works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason.
- f. any Indirect Political Event that causes a Non-Political Event; or
- g. Any event or circumstances of a nature analogous to any of the foregoing.

iii. Political Event

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

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

- iv.** Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts and freight embargoes.

7. If a Force Majeure situation arises, the Successful Bidder(s) shall promptly notify the MPCB in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the MPCB in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, Board and the Successful Bidder(s) shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Successful Bidder(s).

5.12.17 Non-Fulfillment of Conditions Precedent

1. In the event that any of the obligations of the Successful Bidder(s) has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Employer fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Bidder(s)' obligations with regards to implementation schedule, Employer shall not be liable in any manner whatsoever to the Successful Bidder(s) and Employer shall forthwith invoke the Performance Security Deposit (Bank Guarantee) and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Bidder prior to the fulfilment in full of the obligations, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to Employer free and clear from any encumbrances or claims.
4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the obligations and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Bidder(s) linked to the delay in fulfilling the Conditions Precedent.

5.12.18 Governance Schedule

1. The Successful Bidder(s) shall document the agreed structures in a procedural manual under the guidance and supervision of Employer.
2. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
3. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
4. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
5. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant

Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in
Maharashtra

facts, information and documents to facilitate discussions between them/their representatives or senior officers.

6 Guidelines for Pre-Qualification Bid

6.1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date:

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

Subject: Submission of Pre-Qualification proposal in response to the Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.

Tender Reference No: ST/

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.”**.

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date of opening of commercial Bid and ready to extend the validity of the bid for further period as informed by MPCB.

We hereby declare that in case the contract is awarded to us, we shall submit the security deposit in the form prescribed the RFP.

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

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

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Mandatory Enclosure:

1. Format to share Bidder's and Bidding Firm's Particulars (Section 5.3)
2. Check list for the documents to be included in the Pre-Qualification with appropriate page numbers.
3. Format of Project Citation

6.2 Checklist for documents to be included in the Pre-Qualification Envelope

(Bidder should refer pre-qualification criteria mentioned in this RFP)

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
PQ1	Legal Entity	<p>The bidder should be</p> <p>a company registered under the Companies Act, 2013 or the Companies Act, 1956</p> <p>OR</p> <p>a Limited Liability Partnership (LLP) registered under the LLP Act, 2008</p> <p>OR</p> <p>Indian Partnership Act 1932 as amended time to time.</p>	a) For companies registered under the Companies Act, 2013 or the Companies Act, 1956, General Information of Bidder along with Bidder's constituting documents such as MOA, AOA.		
			For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration and Partnership deed of Bidder/ LLP deed, as applicable		
			b) Copy of PAN Card		
			c) Copy of GST Registration		
			d) Copy of Power of Attorney as per Annexure F		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
			Based on the type of company, Documents as applicable shall be submitted by the bidders		
PQ2	Turnover	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 10 Cr. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure E		
PQ3	Net worth	Bidder shall have Positive Net Worth in each of the last three (03) Financial Years. (F.Y 2020-21, FY 2021-22, FY 2022-23)	a) Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor and Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure E		
PQ4	Compliance	The Bidder should be registered with appropriate authorities under following: a. Employees Provident Fund AND	c) Attested copy of the Employee Provident Fund registration letter / certificate		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
		b. Employees State Insurance Acts or Group Insurance Schemes or Contract Labour (Regulation and Abolition Act), as applicable to the bidder organization.	d) Attested copy of the Employee State Insurance registration letter / certificate or Attested copy of Group Insurance Schemes letter/ certificate or Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Documents to be submitted, as applicable.		
PQ5	Project Experience 1	The Bidder must have experience in “similar works” during last seven (07) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing at least INR. 26 Cr. OR Two (02) projects with “Similar works” each costing at least INR. 16 Cr. OR Three (03) projects with “Similar works” each costing at least INR. 13 Cr.	a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
			<p>completion certificate from the client on client's letter head mentioning the relevant scope of Work, having received the payment matching the 'Minimum Project Value' of the partially completed project.</p> <p>c) Project Citation as per format specified in Clause 6.4</p>		
PQ6	Project Experience 2	The bidder must have experience in "similar works" for at least 11,000 man – months in one or more Project/s (maximum 2) in India in last seven (07) years as on last date of submission of bid.	<p>a) Bidders shall submit copy of work order/ contract agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client OR In case of on-going project, a Go-Live Certificate along with partial completion certificate from</p>		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
			<p>the client on client's letter head mentioning the relevant scope of Work, having completed relevant scope</p> <p>c) Project Citation as per format specified in Clause 6.4</p> <p>and</p> <p>d) Declaration for having experience</p> <p>Annexure F</p>		
PQ7	Certification	The bidder shall have ISO 9001:2015 and ISO 45001/ SA 8000 Certification valid as on last date of submission of bid.	Copy of valid certifications as on last date of submission of bid.		
PQ8	Office in Maharashtra	The bidder shall have office in Maharashtra or shall open office in Maharashtra within 30 days from date of issuance of LOA/LOI	<p>a) Copy of existing office address proof like 7/12 (satbara) / lease agreement/ electricity bill in the name of the bidder</p> <p>b) In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in</p>		

#	Basic Requirement	Eligibility Criteria	Documents to be submitted	Document Submitted (Yes/No)	Page No.
			Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the RFP in Annexure K.		
PQ9	Blacklisting	The Bidder should not be blacklisted by any Central Government/ State Government / Union Territory (UT) / Urban Local Body (ULB)/ PSU in India for Unsatisfactory past performance, corrupt & fraudulent practices or any other unethical conduct either indefinitely or for a particular period of time as on last date of submission of bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per <u>Annexure A.</u>		

**“Similar Works” means projects which involves deployment of manpower, essentially including services at any reputed institution, office, hospital, industry only in Central Government or its department / State Government or its department / Urban Local Body (ULB)/ PSU.

6.3 Format to share Bidder's and Bidding Firms Particulars

Bidders Profile

The Table below provides the format in which general information about the bidder must be furnished.

Sr. No.	Description	Details/Information
1.	Name of the firm	
2.	Address	
3.	Email	
4.	Contact number/s (Tel / Mobile)	
5.	Office address of Maharashtra	
6.	Presence in how many towns in Maharashtra, India. (Provide Address)	
7.	Year of establishment	
8.	No. of completed years for practicing in India as on bid submission date	
9.	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
10.	Name of Office In charge of Mumbai	
11.	CA Employees proposed to be assigned for the services and his / their profiles	
12.	Name, address and account number of the firm's banker(s)	
13.	PAN of the firm	
14.	GST registration number of the firm	
15.	Number of Employees	
16.	Number of C.A. Employees in the firm (out of above)	
17.	Average Turnover during last three financial years (FY 20-21, FY 21-22, FY 22-23)	
20.	Details of major assignments	
21.	Any other information considered relevant.	

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

Authorized Signatory

6.4 Format for Project Citation (Pre-Qualification)

Details of past assignments / experience

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

Sr. No.	Item	Details	Attachment Pg. no.
1.	Name of The Project		
2.	Date of Work Order		
3.	Client Details with Address and Contact Numbers		
4.	Scope of Work		
5.	Contract Value		
6.	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria.

7 Guidelines for Technical Proposal

7.1 Technical Proposal Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date: DD/MM/YYYY

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

Sub: Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.

Ref: RFP Notification number:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.”**

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized bank in India, as mentioned in the Contract, 3% of contract value.

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

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

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

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

Date:

Signature:

(Company Seal) (Name)

7.2 Format to Project Citation

(To be submitted on the Letterhead of the responding company)

A. List of Projects

Sr. No.	Name of Project	Client Name	Page Nos (From-To)
1.			
2.			
3.			

B. Individual Project Citation Format

Sr. No.	Item	Details
General Information		
1.	Customer Name	
2.	Name of the Contact person and details for the client of the assignment	
Project Details		
3.	Project Title	
4.	Client Name	
5.	Client Type	
6.	No. of manpower deployed	
7.	Start Date	
8.	End Date	
9.	Duration of the project (In Months)	
10.	Current Status (Work in progress, Completed)	
11.	Number of staff deployed on the assignment	
12.	Work Order	Document/ Attachment Ref. Number along with page number

Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra

Sr. No.	Item	Details
13.	Copy of Agreement	Document/ Attachment Ref. Number along with page number
14.	Satisfaction Certificate/ Completion Certificate	Document/ Attachment Ref. Number along with page number
Size of the Project		
15.	Contract value of the project (in INR. Crores)	
16.	Contract Start Date – End Date	
17.	Scheduled Milestone	
18.	Monetary Penalty/ Blacklisted/ Penalized Amount	
Narrative description of project describing the scope of work		
Progress of the project (Description)		
Payment Received till Date		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the technical bid evaluation.

7.3 Checklist for the documents for Technical Proposal

Checklist as per Technical Qualification mentioned in Section 3.26: Technical Qualification Criteria

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
TE 1.	Financial Strength (15 Marks)					
TE 1.1	The average annual turnover of the bidder for the last three (03) audited financial years should be more than INR 10 Cr. (F.Y 2020-21, FY 2021-22, FY 2022-23)	Average Annual Turnover (in INR) (Cr) 1) < 10 Cr.: Disqualified 2) >=10 Cr. and < 20 Cr. : 10 marks 3) >=20 Cr. and < 30 Cr. : 12 marks 4) >=30 Cr.: 15 marks	15	a) Audited Financial Statements (Balance Sheet and Profit & Loss Statements) from the Statutory Auditor and b) Certificate duly signed by Statutory Auditor of the Bidder for total turnover as per the format Annexure E		
TE 2.	Bidder's Relevant Strength (75 Marks)					
	No of years of relevant Experience in "similar works"	1) < 3 Years.: Disqualified 2) >=3 Years and 15 < Years : 6 marks 3) >=15 Years and < 27 Years : 8 marks >= 27 Years: 10 marks	10	a) Copy of Certification of registration b) Copy of Work Order and Completion Certificate showcasing business continuity		
TE 2.1	Bidders' Experience	Project value of maximum any three projects	15	a) Bidders shall submit copy of work order/ contract		

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
	<p>The Bidder must have experience in “similar works” during last seven (07) years as on last date of submission of bid as per following details: -</p> <p>One (01) project with “Similar works” costing at least INR. 26 Cr.</p> <p>OR</p> <p>Two (02) projects with “Similar works” each costing at least INR. 16 Cr.</p> <p>OR</p> <p>Three (03) projects with “Similar works” each costing at least INR. 13 Cr.</p>	<p>submitted</p> <p>1) \geqINR 26 Cr and $<$ INR 39 Cr.: 10 Marks</p> <p>2) \geqINR 39 Cr. and $<$ INR 52 Cr.: 12 marks</p> <p>3) \geqINR 52 Cr.: 15 marks</p>		<p>agreement mentioning the relevant scope of Work.</p> <p>b) Completion Certificate from the client</p> <p>OR</p> <p>In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project.</p> <p>Project Citation as per format specified in Clause 7.2 and Declaration for having experience Annexure F</p>		
T.E. 2.2	The bidder must have experience in	Manpower deployed in India:	15	a) Bidders shall submit copy of work order/		

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
	“similar works” for at least 11,000 man – months in one or more Project/s (maximum 2) in India in last seven (07) years as on last date of submission of bid.	1) For \geq 11,000 and $<$ 22,000 man-months: 10 marks 2) For \geq 22,000 and $<$ 33,000 man-months: 12 marks 3) For \geq 33,000 man-months: 15 marks		contract agreement mentioning the relevant scope of Work. b) Completion Certificate from the client OR c) In case of on-going project, a Go-Live Certificate along with partial completion certificate from the client on client’s letter head mentioning the relevant scope of Work, having received the payment matching the ‘Minimum Project Value’ of the partially completed project. d) Project Citation as per format specified in Clause 7.2		
T.E. 2.3	The bidder must have experience in “similar works” in at least three (03) districts in any state in India during last seven (07) years (in maximum 2 projects) as on last date of submission of bid.	Successfully executed project in any state in India: 1) For $<$ 03 districts: 00 marks 2) For 3 districts: 05 marks 1 mark for each additional district: Max 10 marks	15			

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
TE 2.4	<p>Proposed Human Resource / Manpower and experience:</p> <p>The bidder must have deployed at least 300 manpower for “similar works” Project/s (maximum 2) in India as on last date of submission of bid.</p>	<p>Number of Manpower deployed in Max 2 project as on last date of submission of bid, meeting the criteria:</p> <p>1) < 300: Disqualified 2) >=300 and < 900: 05 marks 3) >=900 and < 1500: 08 marks 4) >=1500 : 10 marks</p>	10	<p>a) Bidders shall submit copy of work order / copy of the contract agreement mentioning the relevant scope of Work.</p> <p>b) Certificate from the client on client’s letter head mentioning the relevant scope of Work.</p> <p>c) Project Citation as per format specified in Clause 7.2 and Declaration for having experience Annexure F</p>		
TE 2.5	<p>The bidder shall have ISO 9001:2015 and ISO 45001 and SA 8000 Certification valid as on last date of submission of bid.</p>	<p>1) ISO 9001:2015 and ISO 45001 / SA 8000: 03 Marks</p> <p>2) All three certificates: 05 marks</p>	05	Copy of valid certifications as on last date of submission of bid.		
TE 3.	Presentation (15 marks)					
TE 3.1	<p>Presentation* by the bidders on their understanding</p>	<p>For presentation in below categories:</p>	15	<p>Presentation delivered by the bidder should depict Bidder's</p>		

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
	of the business / functional requirements of MPCBs and proposed solution and implementation approach.	<p>Service Provider response on Terms of Reference will be scored on the following metrics</p> <p>Capability to provide an IT Dashboard for centralized monitoring providing a real time view of:</p> <ol style="list-style-type: none"> 1. Manpower Wages and deductions (3 marks) 2. Manpower attendance, leaves, holidays (3 marks) 3. Manpower appraisal, salary slips, contract (3 marks) <p>Other metrics:</p> <ol style="list-style-type: none"> 4. Detailed plan of action on fulfilling of demand for each role in every location (3 marks) 5. Risk Mitigation Plan including spare manpower, 		understanding of the business / functional requirements of the MPCB, the proposed solution and implementation approach.		

Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra

Sr. No.	Criteria	Evaluation Parameters	Max. Marks	Supporting Documents	Document Submitted (Yes/No)	Page No.
		replacement plan (3 marks)				
		Total	100			

Note: *The date, time, venue, and mode of the presentation will be separately communicated to eligible bidders.

**“Similar Works” means projects which involves deployment of manpower, essentially including services at any reputed institution, office, hospital, industry only in Central Government or its department / State Government or its department / Urban Local Body (ULB)/ PSU.

8 Guidelines for Financial Proposal

8.1 Financial Proposal Cover Letter

(Not to be enclosed along with Technical Cover)

(To be submitted on the Letterhead of the bidder)

Date: DD/MM/YYYY

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

Subject: Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.

Ref: MPCB RFP No:

Dear Sir,

We, the undersigned, offer to provide the services for “**Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.**” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by MPCB. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal 180 days from the date of opening of commercial bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

8.2 Financial Proposal Instructions

1. MPCB shall award the entire scope, as mentioned in [Section 4.0](#) of the RFP.
2. All factor/services/components need to be taken into consideration before filling rate in the Financial Proposal Format. No changes will be entertained once the bid has been submitted. MPCB does not guarantee work order for the bids submitted.
3. All the prices are to be entered in Indian Rupees ONLY.
4. The Rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MPCB at the time of releasing the payments.
5. Bids not conforming to the formats and instructions given below, the Bids will be considered as invalid / non-responsive. MPCB's decision will be final in such case.
6. The PRICE BID has to be submitted in the online in the BOQ format.

8.3 Format for Financial Bid / Commercial Bid

Ref: MPCB RFP No:

Table A:

“SCHEDULE OF QUANTITIES AND PRICES”		
Providing Man-Power Services to M.P.C. B		
To Be Filled by The Contractor: -		
Sr No	Item Description	Rate as %
1	Management / Services Charges for providing manpower services over and above the remuneration payable as its percentage as mentioned in Section 4.5	

Note:

- The payment of GST shall be paid separately as per prevailing market rates.
- The Bidder shall provision for all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from that mentioned in the table above.
- The percentage rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including but not limited to Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.
- Rate quoted shall remain valid for the entire duration of the contract.
- Bidders are requested to submit online commercial bid format

9 Annexures

9.1 Annexure A: Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (both soft copy (**editable excel format**) and hard copy) as mentioned in section “*Invitation for Bids*”

Ref: RFP Notification number:

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

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

9.2 Annexure B: Format for Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the responding company)

Date: DD/MM/YYYY

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

Subject: Declaration for not being debarred / black-listed by Central / any Government or PSU in India as on the date of submission of the bid

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not debarred /blacklisted by any Government or PSU for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MPCB, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company and forfeiture of Earnest Money Deposit and/or Performance Security.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone &Fax:

E-mail address:

9.3 Annexure C: Performance Security - Bank Guarantee Format

Form of Bid Security (Bank Guarantee)

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

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

Whereas <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for **Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.** to Employer (hereinafter called “the beneficiary”)

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

Dated _____ Day of _____ 2021

For _____

(Indicate the name of the Bank)

9.4 Annexure D: Non-Disclosure Agreement

[Company Letterhead]

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

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for provision of **Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra** (hereinafter called the “Project”) of the MPCB;
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information.
 - iii. use the information only as needed for the purpose of bidding for the Project.
 - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
 - v. undertake to document the number of copies it makes
 - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information
4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
 - was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or
 - is or becomes publicly known through no wrongful act of the Bidder; or
 - is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.

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

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra

Date :

Time :

Seal :

Business Address

9.5 Annexure E: Financial Declaration of Bidder

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

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

- Financial Declaration of Bidder

Description	Financial Year(s)		
	2020-21	2021-22	2022-23
(All Currency in INR and Crores)			
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			
Average Annual Turnover $= (A+B+C)/3$			

The Average Annual Turnover for (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (F.Y 20-21, F.Y. 21-22, F.Y. 22-23)

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

Signature of Authorized Signatory (with official seal)

Name:

Designation:
Address:
Telephone & Fax:
E-mail address:

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective Financial Year.)
1. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
2. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited Financial Years F.Y 20-21, F.Y. 21-22, F.Y. 22-23 shall be submitted as supporting evidence.

9.6 Annexure F: Format for Self-Declaration

(To be submitted on the Letterhead of the responding company)

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

Sub: Declaration for having experience in supply of manpower in “similar works”

Tender Reference No:

Dear Sir,

I, authorized representative of _____, hereby confirm that the Company _____ has the experience in supply of manpower in “similar works” for _____ **man – months** in one or more Project/s in India in last seven (07) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

9.7 Annexure G: Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Request for Proposal for Selection of Agency for outsourcing of skilled and unskilled Manpower in Maharashtra.**” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b) The Power of Attorney shall be provided on Rs.100/- stamp paper.
- c) The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

9.8 Annexure H: Draft Conditions of Contract

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2024,

BETWEEN

<<Insert Designation of Authorized Signatory>> Maharashtra Pollution Control Board, Government of Maharashtra, having its office at Kalpataru Point, 3rd Floor, opposite PVR Cinema, Sion Circle, Sion, Mumbai -400022, Maharashtra India hereinafter referred to as ‘MPCB’ or “First Part” which expression shall, unless the context otherwise requires, include its permitted successors and assigns

And

<<***>>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <<***>> (hereinafter referred to as “Party” or “Second Part” which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the ‘Parties’ and individually as a ‘Party’

Whereas:

Whereas MPCB has envisaged _____ (hereinafter referred to as the “said Project”).

And whereas MPCB has published the RFP to seek services of a reputed Agency for _____.

And whereas M/s. ----- has submitted its proposal for _____.

And whereas MPCB and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows: -

The Agreement shall consist of this Contract Form and the following documents, hereinafter referred to as the ‘Contract Documents’, all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP / Tender Form
3. Scope of Work as given in the RFP / Tender Document.
4. Project & Payment schedule as given in the RFP / Tender Document.
5. Terms & Conditions of Contract as given in the RFP / Tender Document.

6. Service Level Agreement (SLA) as given in the RFP / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal
9. Corrigendum, if any

This Agreement sets forth the entire contract and agreement between the parties pertaining to “_____” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the Agency as hereinafter mentioned, the Agency hereby covenants with the MPCB to provide services with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. Notice to the MPCB shall be properly addressed to:

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

and notice to the agency shall be properly addressed to:

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered

By -----
The Member Secretary,
For and on behalf of MPCB

Signed, sealed and delivered
By -----

For and on behalf of the “Agency”,

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Solution Overview, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

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

9.9 Annexure I: Format for Proposed Resource Deployment

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

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

Dear Sir,

Subject: Proposed Resource Deployment - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we will deploy the following Team Members as our project team, if awarded the contract. We understand that MPCB has already mentioned the minimum resource requirement as per RFP. However, we have done our internal assessment and propose the Team structure, which is in line with Team Structure given by MPCB and meets the minimum resource requirement in terms of No. of resources, Qualifications and Experience.

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

Yours sincerely,

Authorized Signatory/ HR Head

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

9.10 Annexure J: Format for Declaration from HR department of the Bidder

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

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

Dear Sir,

Subject: HR Department Declaration - _____

RFP Reference No: MPCB/

With reference to the subject RFP, we hereby declare that we have ___ employees working on our payroll or associated with us through proper binding agreement having minimum qualification as graduate in any stream and having minimum experience in the domains required to execute this assignment as per the requirements of the RFP. We are attaching herewith the Bio Data of each of the proposed team member highlighting their Educational Qualification, Relevant Experience and major assignments handled in relevant field.

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

Yours sincerely,

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

9.11 Annexure K: Undertaking for Office in Maharashtra

(To be submitted on the Letter of lead bidder)

{Place, Date }

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

Subject: Undertaking of for Office in Maharashtra
RFP Reference No: MPCB/

Sir,

We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning office within the jurisdiction of State of Maharashtra within 30 days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.

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

Yours Sincerely,

Signature of Notary (with official seal)

Name:

Designation:

Seal:

Business Address: