



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

**Selection of an Agency for Supply and  
Maintenance of Four (04) Nos. of Fogger Misting  
Machines at Chandrapur for MPCB**

**RFP Reference No:** *MPCB/JD(APC)/Fogger/2024-25*

**Date of Issue:** 26/09/2024

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

**ISSUED BY:**

THE MEMBER SECRETARY,  
MAHARASHTRA POLLUTION CONTROL BOARD,  
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## Disclaimer

This Request for Proposal (RFP) for “**Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB**” is issued by Maharashtra Pollution Control Board (MPCB).

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

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

MPCB shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of MPCB in selecting the Bidder who qualifies through this RFP shall be final and MPCB reserves the right to reject any or all the bids without assigning any reason thereof. MPCB further reserves the right to negotiate with the 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.

## Abbreviations

Abbreviation	Description
BO	Brand Owner
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

## 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, and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder if required, in response to the RFP, and accepted by MPCB.
Bidder(s)/Agency /Supplier	Business Organization/Firm who shall supply machines and services as per scope of work.
Bidder's Representative	The person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision, and execution of Project.
Business Day	This means any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval, or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract
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 services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
EMD/ Bid Security	This refers to the amount to be deposited by the Bidders to MPCB to demonstrate commitment and intention to complete the process of selection of Bidder to complete the bid process in MPCB.
Employer	This shall mean MPCB and is the party who will employ the Successful Bidder to carry out the Works through contractual engagement.
End of Contract	This refers to the time when the Contract Period has ended.
Letter of Intent / Letter of Award	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement



<b>Term</b>	<b>Definition</b>
RFP Portal	The web portal <a href="https://mahatenders.gov.in/">https://mahatenders.gov.in/</a> that is official portal for all details and submissions related to this RFP process
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof
Total Contract Value/ Contract Value	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.

## NOTICE FOR REQUEST FOR PROPOSAL

**RFP Ref. No:** MPCB/JD(APC)/Fogger/2024-25

**Date:** - 26/09/2024

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB**, MPCB intends to solicit Pre-qualification and Financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

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 Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes 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.

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 and Tender Schedule are listed in the table below:

S. No.	Items	Description
1.	Name of the Project	Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB
2.	RFP Reference No.	MPCB/JD(APC)/Fogger/2024-25
3.	Tender Publishing date	26/09/2024 11.00 IST
4.	RFP Document Download Start / End Date & Time	Start Date: 26/09/2024 11.00 IST End Date: 11/10/2024 17:00 IST Please visit the below mentioned e-Tendering website <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
5.	Last date and time of submission of Pre- Bid Queries	30/09/2024 18.00 IST
6.	Pre-Bid Meeting	01/10/2024 14.30 IST Pre-Bid meeting to be attended physically as well as virtually. Virtually through MS Teams having URL: (Will be shared through portal)
7.	Last date of Bid Submission	11/10/2024 17:00 IST
8.	Pre-qualification Opening	14/10/2024 12.00 IST
9.	Financial Bid Opening	Will be declared after Pre-qualification bid scrutiny
10.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: <b>“Pre-Bid queries - &lt;Agency’s Name&gt;”.</b>  The queries should be submitted as per the format prescribed in <a href="#">Annexure 15</a>  The Pre-Bid queries to be sent to the Email Id: <a href="mailto:jdair@mpcb.gov.in">jdair@mpcb.gov.in</a>
11.	Address	Maharashtra Pollution Control Board, 3 <sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: <b>022-2401 4701 / 2402 4068</b> Email ID: <a href="mailto:jdair@mpcb.gov.in">jdair@mpcb.gov.in</a>
12.	Tender Fee to be paid via Online Payment Gateway mode only.	INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) to be paid via Online Payment Gateway mode only	INR 11,00,000/- (Rupees Eleven Lakhs only)

S. No.	Items	Description
14.	Security Deposit / Performance Bank Guarantee (PBG)	10% of the contract value valid up to Three (3) months post end of contract. PBG should be only from Nationalized / Scheduled banks.
15.	Signing of Contract	Within 30 days after Letter of Award/Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	180 days from the date of opening of Pre-qualification bid. To be extended as per MPCB's instructions.
17.	Contract Period	Three (3) years and Two (2) months from the date of issuance of work order which may be extended on annual basis for 2 years based on performance evaluation.
18.	Method of Selection	Least Cost Selection (L1 Basis)
19.	Contact Details	<b>The Member Secretary,</b> Maharashtra Pollution Control Board, 3 <sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 <b>Tel:</b> 022-2401 4701 / 2402 4068 <b>Email ID:</b> <a href="mailto:jdair@mpcb.gov.in">jdair@mpcb.gov.in</a> <b>Website:</b> <a href="https://MPCB.maharashtra.gov.in/">https://MPCB.maharashtra.gov.in/</a>

**Notes:**

1. Prospective Bidders may visit MPCB Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.
2. All eligible/interested Bidders are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering. Bidders are requested to contact on following telephone numbers for any doubts/information/difficulty regarding online enrolment or obtaining digital certificate M/s. NIC Technologies Ltd. Next Tender (India) Pvt. Ltd. on 020-3018 7500
3. Bidders should submit the documents related to tender online. The bidders must pay the EMD online in advance before the last day of bid submission.
4. Cost of tender form of INR 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited in to MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.

5. The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.
6. Detailed timetable for the various activities to be performed in e-tendering process by the tenderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
7. 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.
8. In the event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
9. The Bidders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
10. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
11. Bidder must get done all the e-tendering activities well in advance.
12. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

## SECTION 1: LETTER OF INVITATION

### 1.1 Background

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

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

Some of the important functions of MPCB are:

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

### 1.2 Purpose

The Department seeks the services of a reputed, well established and financially sound agency for procurement of Four (04) Nos. of Fogger Misting Machines to combat air pollution and enhance local environmental quality. This initiative aligns with the Board’s commitment to ecosystem preservation and air quality improvement.

**Address for Correspondence & Contact Person:**

**The Member Secretary,**  
Maharashtra Pollution Control Board,  
3<sup>rd</sup> Floor, Kalpataru Point, Opp. PVR Cinema,  
Sion Circle, Sion, Mumbai-400 022  
Tel: **022-2401 4701 / 2402 4068**  
Email ID: [jdair@mpcb.gov.in](mailto:jdair@mpcb.gov.in)

## SECTION 2: INSTRUCTIONS TO BIDDERS

### 2.1 Consortium/ Joint Venture

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

### 2.2 Completeness of Response

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

### 2.3 Proposal Preparation Costs

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

### 2.4 Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the Excel format as mentioned in the Annexure 15. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses

### 2.5 Amendment of RFP Document

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

### 2.6 Supplementary Information to the RFP

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



## 2.7 MPCB's right to terminate the process

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

## 2.8 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.

## 2.9 Earnest Money Deposit (EMD)

1. Bidders shall submit **EMD of INR Rs. 11,00,000/- (Rupees Eleven 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 contract / tender.
3. No interest will be paid by MPCB on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
  - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - If, during the bid process, any information is found false/fraudulent/malafide, and then MPCB shall reject the bid and, if necessary, initiate action.
  - The decision of the MPCB regarding forfeiture of the EMD shall be final and binding upon bidders.

## 2.10 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Pre-qualification and Financial proposals, payment of Tender Fee and EMD, as part of this RFP, the Bidder(s) may contact the e-portal's 24 x 7 helpdesk at toll free number as mentioned on the Maha-Tender Website. The Bidder(s) may kindly note that MPCB

shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees or EMD etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mahatenders.gov.in>.

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

### **2.11 Language of Bids**

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

### **2.12 Patent Claim**

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

### **2.13 Bid Submission Format**

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

### **2.14 Bid Submission Instructions**

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

Stages	Particulars	Instructions
Stage 1	<b>Tender Fee &amp; EMD</b>	Tender Fees and Earnest Money Deposit (EMD) must be uploaded through online bid submission process.
	<b>Pre-qualification Proposal</b>	<p>The pre-qualification proposal shall be prepared in accordance with the requirements specified in this RFP and the formats prescribed in the RFP. Each page of the pre-qualification proposal should be signed and stamped by the authorized signatory of the bidder. Pre-qualification proposal should be submitted through online e-tendering website only.</p> <p>Pre-Qualification Proposal shall comprise of following:</p> <ol style="list-style-type: none"> <li>Checklist for Pre-Qualification Proposal</li> <li>Pre-Qualification documents</li> <li>Bidder and Bidding Firm Details</li> </ol>
Stage 2	<b>Financial Proposal</b>	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way the bidder shall indicate its Financial Offer in <b>Financial Proposal</b> 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 Pre-qualification proposal. Any of the clarifications by the Bidder on the Pre-qualification proposal should not have any commercial implications. The Financial proposal submitted by the Bidder should be inclusive of all the items in the Pre-qualification proposal and should incorporate all the clarifications provided by the Bidder on the Pre-qualification proposal during the evaluation of the offer.
- Financial Proposal shall not contain any technical information. Similarly, Pre-qualification proposal with any financial cost related information shall be summarily rejected and the bidder shall be disqualified from the tender process.

5. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which MPCB reserves the right to reject the proposal.
6. Proposals sent by fax/post/courier shall be rejected.
7. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Eligibility criteria evaluation of the bid are uploaded on the portal well within time and MPCB shall not entertain any re- presentation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.

### **2.15 Late Proposal and Proposal Validity Period**

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

### **2.16 Modification and Withdrawal of Proposals**

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

### **2.17 Non-conforming Proposals**

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

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

### **2.18 Acknowledgement of Understanding of Terms**

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

### **2.19 Bid Opening**

1. Total transparency shall be observed and ensured while opening the Proposals/Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
2. MPCB reserves rights at all times to postpone or cancel a scheduled Bid opening.

3. Bid opening shall be conducted in **Two stages**.
  - a. In **the first stage**, Tender fee, EMD, Pre-Qualification proposals along with document checklist shall be opened and evaluated as per the criteria mentioned in the RFP.
  - b. In **the second stage**, Financial Proposal of only those Bidders, whose all pre-proposals (Pre-qualification) qualify, shall be opened.
4. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
5. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time, and address.
6. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MPCB, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, MPCB will continue process and open the bids of all bidders.
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

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

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

#### **2.21 Non-Disclosure Agreement (NDA)**

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

#### **2.22 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 Bidders after completion of agency onboarding process.
2. The Successful Bidder shall deposit the Performance Bank Guarantee / Security as follows:

- a. The Successful Bidder shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Scheduled Bank, of stated value and valid for Three (3) months after end of the respective 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 to the successful bidder.
  - 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 selected bidder for the respective project assignment.
  - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the selected 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 selected 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.

### 2.23 Bid Prices

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

### 2.24 Bid Currency

The rates quoted shall be in Indian Rupees only.

### 2.25 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 RFP/bid document. The same must be uploaded along with the Eligibility documents. All obligations committed by such signatories must be fulfilled.

## 2.26 Correction of errors

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

## 2.27 Corrections to Arithmetic errors

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

## 2.28 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 Financial Bid in Pre-qualification 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.

## 2.29 Tendering Under Different Names

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

4. If after the award of Contract, it is found that the accepted tender violated for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.



## SECTION 3: PRE-QUALIFICATION CRITERIA AND EVALUATION

### 3.1 Pre-Qualification Criteria

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	The bidder should be a Company registered in India under the Companies Act 1956 or 2013 or a partnership firm under the Indian Partnership Act, 1932 or the Limited Liability Partnerships Act, 2008, (as amended from time to time) as on bid date.	<ul style="list-style-type: none"> <li>• General Information of Bidder along with Bidder's constituting documents such as MOA, AOA, as applicable</li> <li>• Copy of Certificate of Incorporation / RoF along with Partnership deed, as applicable</li> <li>• Copy of valid PAN Card</li> <li>• Copy of valid GST Certificate with GST Number</li> <li>• Copy of Power of Attorney signed by legally authorized signatories as per <b>Annexure 14.</b></li> </ul>
PQ 2	<p><b>Average Annual Turnover:</b></p> <p>Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY2020-21, FY 2021-22, and FY 2022-23) of the bidder should not be less than <b>INR 1.30 Crore (Rupees One Crore Thirty Lakhs)</b></p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three years [FY2020-21, FY2021-22, FY2022-23]</p> <p><b>Note: Audited financial statement should match with certificate of chartered accountant</b></p> <p><b>Certificate from Statutory Auditor as per Annexure 5.</b></p>
PQ 3	<p><b>Net-worth Criteria:</b></p> <p>The bidder should have a positive net worth for each of the last three audited financial years. [FY2020-21, FY2021-22, FY2022-23]</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>Duly filled Format for Financial years 2020-2021, 2021-2022 &amp; 2022-2023 to be submitted on the letterhead of the Chartered Accountant</p> <p>Net worth Certificate duly certified by Statutory Auditor.</p> <p><b>Certificate from Statutory Auditor as per Annexure 5.</b></p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 4	<p><b>Project Experience</b></p> <p>The Bidder must have experience in Supplying fogger / mist machines to any State Government / Central Government / PSU / Union Territory (UT) / Urban Local Body (ULB)/ Govt in India as on date of submission of bid per following details: -</p> <p><b>One (01) project worth of at least INR. 3.50 Crore (Three Crore and Fifty Lakhs) or above</b></p> <p><b>OR</b></p> <p><b>Two (02) projects worth of at least INR. 2.60 Crore (Two Crores and Sixty Lakhs) or above</b></p> <p><b>OR</b></p> <p><b>Three (03) projects worth of at least INR. 1.80 Crore (One Crore and Eighty Lakhs) or above</b></p>	<p>Copy of Purchase Order (PO)/ Work Order (WO)/ Letter of Award (LOA) /Contract Agreement</p> <p><b>And</b></p> <p>Work completion/Ongoing certificate on letterhead of clients indicating client name, the scope of work, Project start date and date of completion/date of go-live, cost of the project/ LoA price etc.</p> <p><b>Bidder to provide Project Citation as per Format in Annexure 4.</b></p>
PQ 5	<p><b>Certifications:</b></p> <p>OEM / authorized bidder of OEM should have valid ISO 9001: 2015 certification, and</p> <p>OEM / authorized bidder of OEM should have valid certificate from ICAT/ ARAI / CIRT or equivalent government agency and Type Approval/ /Homologation Certification (for machine)</p>	<p>Copy of valid Certificate as of the date of bid submission.</p>
PQ 6	<p>The Bidder to submit Manufacturer Authorization Form (MAF) from the OEMs.</p>	<p>Self- Declaration should be submitted by the Original Equipment Manufacturer (OEM) for fulfilling the minimum technical specification of the product as per <b>Annexure 10.</b></p> <p>And</p> <p>OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per <b>Annexure 9.</b></p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
<b>PQ 7</b>	<p><b>After Sales Support Capability:</b> The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within 15 (Fifteen) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than 06 (six) months from the Bid Due date) in the name of the bidder</p> <p>In the absence of an existing office in Maharashtra, the bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per <b>Annexure 8</b>.</p>
<b>PQ 8</b>	<p><b>Blacklisting criteria:</b> The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in <b>Rule 151 of GFR</b>, as on date of bid submission.</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per format in <b>Annexure 7</b>.</p>
<b>PQ 9</b>	<p><b>Minimum technical specification requirements.</b> The bidder must meet the minimum technical specifications mentioned in the Bid document for the machines and other equipment's involved in setting up the Fogger Misting Machines</p>	<p>Self-certification signed by the Authorized Signatory, on the company letter head as per format provided in this Bid document as per <b>Annexure 19</b> along with other supporting documents like brochures.</p>

### 3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in **Section 3.1** 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 Pre-qualification proposal.
2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

### 3.3 Financial Evaluation

1. The Financial bid of only those bidders who are qualifying in pre-qualification evaluation criteria as mentioned in **Section 3.1** above shall be opened.
2. The bidders will be ranked based on their bids as per Financial Format.
3. In cases of discrepancy between the prices quoted in words and in figures, the lowest of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.
4. Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) i.e., whose overall quote is the least for a month shall be considered as eligible for benchmarking the monthly rates of the and taken forward for negotiation.
5. MPCB will share the lowest negotiated monthly rates of individual expert resources with all the eligible bidders and seek confirmation and agreement within 5 working days for acceptance the lowest negotiated cost finalized with the L1 Bidder.
6. MPCB reserves the right to confirm the preferred bidders as successful bidders subject to negotiations and approval of competent authority.

### 3.4 Evaluation Process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee (hereinafter referred to as “TEC”) to evaluate the bids.
2. TEC shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Sections 3.1 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the financial proposal.
3. 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 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 and specified in this RFP.
6. The Bidders are required to quote their fee as per the commercial bid format.
7. Please note that TEC may seek inputs from their professional, external experts in the Bid evaluation process.

### **3.5 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.

### **3.6 Letter of Intent (LoI)**

MPCB will notify the Successful Bidders for selection in writing or by email, to be confirmed in return by letter and email, that its bid with negotiated cost has been accepted. The Letter of Intent will constitute the formation of the contract. MPCB will promptly notify each unsuccessful bidder.

### **3.7 Signing of Contract Agreement**

1. The selected agency shall enter into contract agreement with MPCB within Thirty (30) days after Letter of Acceptance (LOA) issued to the eligible agency by MPCB.
2. If signed contract documents are not received by MPCB within time (30 days or with extension granted), shall not be accepted.
3. Further, INR 2000 penalty will be levied per day if the contract is not signed within abovementioned time period.
4. Any expenses related to registration of Agreement shall be Borne by Successful Bidder.

### **3.8 Award of Contract**

1. Post the evaluation process indicated in Section above, MPCB will award the Contract to the Selected Agency as defined in this Bid document.
2. The term shall be as specified under section NOTICE FOR REQUEST FOR PROPOSAL
3. In case MPCB is not satisfied with the performance of the supplier, MPCB reserves the right to terminate the contract with such supplier.

### 3.9 Issuance of Work Order

MPCB will issue Work Order to the selected agency based on the process defined in clause 3.1 and will mark the Timeline “T” of the project work to be started as stated in clause 4.2.

After issuance of Work Order, the selected agency shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within 7 days.

Failing to submit the PBG within stated time will either attract penalty of INR 5000 per day up to One (1) week which will be deducted from any future successful Work Order, or the Work Order may be cancelled and awarded to the other eligible agency who participated in the bid.

#### SECTION 4: SCOPE OF WORK

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

#### 4.1 Specifications of the Fogger machines

S. No.	Description	Specifications
<b>1</b>	<b>VEHICLE DETAILS:</b>	
	Vehicle type	Chassis with Cabin
	Emission:	BS VI
	GVW:	19000 Kg. (Min.)
	Wheelbase:	4900 mm (Min.)
	Fuel Type:	CNG
	Turning Radius:	17,500 mm
	Ground Clearance:	246 mm
	Engine Power:	200 HP (Min.)
	6-Wheeler Truck Chassis of MAKE:	TATA/ ASHOK LEYLAND/ Similar Make
<b>2</b>	<b>DRIVE</b>	
	Driving System:	Hydraulic through truck engine (No External Power Source Allowed.)
	PTO	200 Nm or above
	Hydraulic Pump Type	Piston Type Pump
	System design	System should be designed in such a way that the complete system should be running by single hydraulic pump and single control unit from operator's cabin.
<b>3</b>	<b>WATER TANK TO BE FIRMLY INSTALLED ON THE CHASSIS</b>	
	Tank Shape:	Elliptical
	Water Tank Capacity:	9000 Liters/9 KL
	MOC:	Hot Rolled Mild Steel
	Grade:	IS 2062
	Tank Sheet Thickness	4 mm
	Tank Mounting	Subframe with U clamp
	Water tank shall have compartment	3 nos.
	Manhole	3 nos. (500 mm)
	Cat walks & landing platform will be provided on top of water tank.	Required
	Ladder access	Required
	Inside & Outside Painting:	Anti-corrosive Enamel Paint.
	Water level indicator with Drain System.	1 no.

S. No.	Description	Specifications
<b>4</b>	<b>MIST CANNON:</b>	
	Throw range:	50 meters along the wind direction.
	Automatic Horizontal Oscillation:	0 - 180 Degrees (Control from driver's cabin.)
	Horizontal Oscillation Drive:	Complete Enclosed and Self-Supporting Drive with Hydraulic Motor
	Vertical Tilt (Manual):	0 to 40 Degrees.
	Mist droplet size:	10 to 50 microns.
	Blower drive:	Hydraulic
	Blower motor type:	Piston motor
	Blower fan MOC	PPG /PAG
	Blower fan speed:	2900 RPM
	Blower fan coupling:	Direct Mechanical coupled (No Belt Drive)
	Blower Dia:	700 mm
	Water Pump Type for Mist Cannon:	Positive Displacement Pump
	Mist Cannon Pump Discharge:	120 LPM (min.)
	Mist Cannon Pump Drive:	Hydraulic
	MOC of Nozzles:	Stainless steel
	Type of Nozzles:	Full Cone Amist
	Number of nozzles:	20 – 25 nos.
	Nozzle Grade:	SS 316
	Barrel Protection:	Mesh Cover
	Online water filter:	MOC Stainless Steel
	Noise emission Level (Max 85db within 5 meters.):	NRD Technology for noise reduction (Less than 85 db within 5 meters)
	Painting of barrel:	Superior quality Powder coated
	All operation controls:	From driver's cabin
<b>5</b>	<b>SPRINKLER DETAILS:</b>	
	Pump Type:	Centrifugal Type Pump
	Pump Drive:	Hydraulic
	Pump Discharge:	400 LPM
	Pump Pressure:	8-10 Bar
	<b>5.1 FRONT SPRINKLER DETAILS:</b>	
	Header outer Diameter:	100 MM
	Nozzle Type:	Flat Jet Amist
	Header Material:	MS, IS 2062
	Nozzle Size/Qty:	25 mm / 3 nos.
	Nozzle Material:	Stainless Steel (SS316)
	Painting of header	Superior Quality Powder Coated
	<b>5.2 REAR SPRINKLER DETAILS:</b>	
	Header outer Diameter:	100 MM
	Nozzle Type:	Flat Jet Amist
	Header Material:	Mild Steel, (IS 2062)
	Nozzle Size/ Qty:	25 mm/04 nos.
	Nozzle Size/Qty:	38 mm/02 nos.
	Nozzle Material:	Stainless Steel (SS316)
	Nos of Nozzle:	04 nos.



S. No.	Description	Specifications
	Painting of header	Superior Quality Powder Coated
	<b>5.3 SIDE SPRINKLER DETAILS:</b>	
	Header outer Diameter:	100 MM
	Nozzle Type:	Flat Jet Amist
	Header Material:	MS, IS 2062
	Nozzle Size:	25 mm
	Nozzle Material:	Stainless Steel (SS316)
	No's of Nozzle:	03 nos. on Both side of Truck
	Painting of header	Superior Quality Powder coated
<b>6</b>	<b>SAFETY FEATURES:</b>	
	RGPPS (Reverse Gear PTO Protection System):	PTO must be Auto disengaged with Reverse Gear Engagement. Optional
	Hydraulic Oil Cooling System	Optional
	Pump Dry Run Alarming system	Optional
	PA System	Optional
	Parking Sensor	Optional
	Reverse Camera	Optional
	Reverse Alarm	Optional
	Noise <b>reduction</b> system	Optional

#### 4.1.1 Responsibilities of MPCB

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

#### 4.1.2 Initial Delivery and Final Handover

1. Successful Bidder shall ensure the delivery of Four (04) Nos. of Fogger Misting Machines at Chandrapur Municipal Corporation.
2. No Service issues should be pending at the time of delivery.
3. A working demonstration will be given to the designated office / Nodal Officer.
4. All technical manuals, service books should also be delivered.

## 4.2 Timeline and Deliverables

The Selected Agency would be required to commence work with the deployment of appropriate machines / equipment as mentioned in the Scope of Work section. The timeline to be followed would be as follows:

S. No.	Deliverables	Project Timelines
1	Supply of Equipment's at Chandrapur Municipal Corporation	Within Sixty days from the date of issue of Letter of Intent / Award
2	RTO registration, successful demonstration of respective machines to MPCB / Designated Local Office. Receive Certificate of Operation (CoOP) from MPCB	Within fifteen days from the date of supply at Chandrapur Municipal Corporation
3	Warranty	Starting from the date of issue of CoOP for a period of one (01) year
4	CAMC	Two (2) years post warranty period and extendable on yearly basis for Two (2) years (subject to satisfactory performance)

Note-

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

## SECTION 5: PAYMENT TERMS

### 5.1 Payment Terms

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

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

S. No.	Milestones	Payment (%) (Incl. GST)
<b>PART A</b>		
1.	Upon Delivery of scope items at Chandrapur Municipal Corporation and acceptance by them within the Project timelines mentioned in Clause 4.4	70% of total amount quoted for <b>PART A</b>
2.	Upon issuance of CoOP certificate to the Successful Bidder	Balance 20% of total amount quoted for <b>PART A</b>
3.	After completion of warranty period of one year	Balance 10% of total amount quoted for <b>PART A</b>
<b>PART B</b>		
4.	Payment for CAMC	To be paid at agreed frequency between Chandrapur Municipal Corporation and the successful bidder for <b>PART B</b>

- i. The fixed CAMC period of 2 years shall begin after the warranty period of one year. The payments during the CAMC period for the scope item shall be released by Chandrapur Municipal Corporation on a mutually discussed and agreed frequency between the successful bidder and Chandrapur Municipal Corporation.
- ii. Within 15 (fifteen) days of MPCB issuing the LoI / LoA / Work Order, the Successful Bidder, at its cost, charges and expenses will submit a PBG for an amount equivalent to as mentioned in this document. The PBG shall be in the form of a guarantee/s of a Nationalised/scheduled Bank acceptable to MPCB and shall be valid for the tenure mentioned in document.
- iii. All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this document.
- iv. All payments will be made vide a crossed cheque payable in Mumbai, within 30 days of submission of invoice, after deducting applicable TDS, if any.

## 5.2 Warranty

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

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

### **In Case of Faulty Equipment:**

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

## 5.3 Other Terms and Conditions

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

## SECTION 6: KPI and Penalty

### 6.1 Penalties / SLAs

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

S. No.	Penalty Type	Penalty Description	Penalty Amount
1	Delivery	Delay in delivery of the equipment. (60 days from LoA)	01% (One Percent) of the equipment value per machine for the delay of each week or part thereof.
2	Commissioning	Delay in obtaining CoOP (15 (Fifteen) days from delivery)	INR 3,000/- (Three thousand only) per day of delay per machine.
3	Breakdown Response (Response time to breakdown repair after Incident notification)	Repair of machine and its Equipment to fully working condition within 48 hours from date and time of notification. Any delay in repair beyond 48 hours will attract per day penalty	INR 3,000 /- (Three thousand only) per day of delay in repair of machine and it's Equipment.

Note:

- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Selected Agency in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Selected Agency.
- These penalties will be monitored and deducted for the entire Contract Period on a monthly basis. KPI adherence will be monitored on monthly basis by MPCB designated Nodal or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the officials.
- The maximum monthly penalty that maybe imposed on the Selected Agency shall be capped at 10% (ten per cent) of the total monthly billing amount.  
Shortfall/Default shall refer to and include but not limited to any incidents, action, omission, wrongdoing etc. that is in contravention to the service requirements/performance parameters and any other terms and conditions to be fulfilled by the Selected Agency.

## SECTION 7: GENERAL CONDITIONS OF THE CONTRACT

### 7.1 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.

### 7.2 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.

### 7.3 Key Performance Measurements

1. Unless specified by the bidder to the contrary, the Successful Bidder agency shall supply the machines and 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.

## 7.4 Commencement & Progress

The Successful Bidder 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 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.

## 7.5 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.

## 7.6 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.

## 7.7 Ethics

Successful Bidder 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.

## 7.8 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 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, 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 for proper planning and execution of work and for providing services covered under this contract and for which the Successful Bidder may have to coordinate with respective vendors.
5. MPCB may provide to the Successful Bidder, sitting space and basic infrastructure at their office location whenever required.

## 7.9 Default and Termination

### 7.9.1 Events of default by the Successful Bidder

The failure on the part of the Successful Bidder 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. 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 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.

### **7.9.2 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. The Successful Bidder shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Bidder under the Contract by a written notice of suspension to the Successful Bidder, 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.

Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Successful Bidder.

## 7.10 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 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 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.

### 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 any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Successful Bidder.
- 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 MPCB.
- 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 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 shall co- operate with Employer in effecting the audits and providing necessary information.

#### 7.11 Indemnity

The Successful Bidder 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.

#### 7.12 Corrupt or Fraudulent Practices

MPCB requires that Successful Bidder 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.

#### 7.13 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.

#### 7.14 License

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

## 7.15 Risk and Cost

- In case, the Bidder fails to deliver the quantity of resources / services as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the 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.

## 7.16 Conflict of Interest

Successful Bidder 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 to complete the requirements as given in the application document.

## 7.17 Confidentiality

- The Successful Bidder 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 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 contract. The MPCB may apart from blacklisting the Successful Bidder, initiate legal action against the Successful Bidder for breach of trust. The Successful Bidder shall also not make any news release, public announcements or any other reference on application document or contract agreement without obtaining prior written consent from the MPCB.
- Bidder shall use reasonable care to protect confidential information from unauthorised disclosure and use.

## 7.18 Arbitration

If, due to unforeseen reasons, problems arise during the progress of the contract/project execution leading to disagreement between the MPCB and the Successful Bidder, 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.

### 7.18.1 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 - Member Secretary
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 through the two-Tier Committee, the matter shall be taken up with Hon'ble Member Secretary, MPCB. The decision of Hon'ble Member Secretary in this regard shall be final and binding.

### 7.18.2 Governing law and Jurisdiction

This contract 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.

## 7.19 Limitation of Liability

1. The liability of Successful Bidder (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 Contract Award by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## 7.20 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.

## 7.21 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.

## 7.22 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”. No partnership shall be constituted between MPCB and the Bidder by virtue of this contract nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other partnership has been constituted, or that it has any such power. The Successful Bidder 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.

## 7.23 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 8.23 In such an occurrence, MPCB shall give not less than 15 days’ written notice of termination to the Successful Bidder.
2. If the Successful Bidder 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 becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary.

4. If the Successful Bidder, 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 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 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 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 to improve the quality of the services.
8. If the Successful Bidder 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 shall be liable to MPCB for any additional costs for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
10. The Successful Bidder 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.

#### **7.24 Assignment and subletting**

The Successful Bidder shall not assign/ sublet/ sub-contract, 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.

#### **7.25 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 (5) 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 its 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:

#### **(A) 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 [Seven (7)] 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 in any proceedings for reasons other than (i) failure of the successful bidder 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;



## **(B) 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 [Seven (7)] days in an Accounting Year.
- d. failure of the Authority to permit the successful bidder 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.
- e. any Indirect Political Event that causes a Non-Political Event; or
- f. Any event or circumstances of a nature analogous to any of the foregoing.

## **(C) 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 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 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.
- e. 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 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 (3) months, Board and the Successful Bidder 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.

## 7.26 Governance Schedule

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

## 7.27 Exit Management

- a. Agency shall decommission and withdraw all hardware and software components after the completion of the contract period and formally close the project. This process will be initiated 6 months before the ending of the project contract. In order to align both the parties on transition modalities, agency will submit a detailed Exit Management Plan before Three (3) months of the ending date of the contract. Exit Management Plan will include following but not limited to:
  - i. Detailed inventory of all the assets, IT Infrastructure, source code, its location, condition, licenses, documents, manuals, etc. created under this Project.
  - ii. Method of Transition including roles and responsibilities of both the parties to handover and takeover the charge of project regular activities and support system.
  - iii. Proposal for necessary setup or institution structure required at MPCB level to effectively maintain the project after contract ending.
  - iv. Training and handholding of MPCB Staff or designated officers for maintenance of project after contract ending.

- b. The bidder may be requested to give handover to the other party / new agency or bidder as per the MPCB`s discretion.
- c. MPCB will approve this plan after necessary consultation and start preparation for transition.

## **SECTION 8: ANNEXURES**

## Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date: DD/MM/YYYY

To

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

**Subject: Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB**

**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 Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB.

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 Pre-qualification Bid and ready to extend the validity of the bid for further period as informed by MPCB.

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

We 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 :  
E-mail address :

**Mandatory Enclosure:**

1. Format to share Bidder's and Bidding Firm's Particulars (Section 3.1)
2. Check list for the documents to be included in the Pre-Qualification with appropriate page numbers.
3. Format of Project Citation

## Annexure 2 Bidder's and Bidding Firms Particulars

### Bidders Profile

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

S. No.	Description	Details/Information
1	Name of the firm	
2	Address	
3	Email	
4	Contact number/s (Tel / Mobile)	
5	Office address of Maharashtra	
6	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 / Maharashtra	
11	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	Average Turnover during last Three (3) financial years (FY 20-21, FY 21-22, FY 22-23)	
17	Details of major assignments	
18	Any other information considered relevant.	

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

Authorized Signatory

## Annexure 3 Project Citation (Pre-Qualification)

Details of past assignments / experience

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

S. 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.



## Annexure 4 Project Citation

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

### 1.4.1. List of Projects

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

### 1.4.2. Individual Project Citation Format

S. 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.	Start Date	
5.	End Date	
6.	Duration of the project (In Months)	
7.	Current Status (Work In progress, Completed)	
8.	Number of staff deployed on the assignment	
9.	Work Order	Document/ Attachment Ref. Number along with page number
10.	Copy of Agreement	Document/ Attachment Ref. Number along with page number
11.	Satisfaction Certificate/Completion Certificate	Document/ Attachment Ref. Number along with page number

S. No.	Item	Details
Size of the Project		
12.	Contract value of the project (in INR. Crores)	
13.	Contract Start Date – End Date	
14.	Scheduled Milestone	
15.	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 Pre-qualification bid evaluation.**

## Annexure 5 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 (3) years have been summarized below:

- Financial Declaration of Bidder

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

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 Three (3) 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 :

E-mail address :

Notes:

1. Numbers available in currency other than Indian Currency have been converted using the Reserve Bank of India exchange rate prevailing on the last day of respective financial year.
2. The Financial Declaration submitted with the Bid must be certified and signed by a competent and qualified Chartered Accountant/ Statutory Auditor and should be on the Firms' letterhead; affixed with the Firm's seal.
3. Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2020-21, FY 2021-22 and FY 2022-23 shall submitted as supporting evidence.

## Annexure 6 Format for Self-Declaration

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

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

**Sub:** Declaration for having experience in conducting environmental studies in “\*similar works”

### Tender Reference No:

Dear Sir,  
I, authorized representative of \_\_\_\_\_, hereby confirm that the Company \_\_\_\_\_ has the experience in “similar works” **for supplying of fogger misting machines** in one or more Project/s in India in last Five (5) years as on last date of submission of bid.

Thanking you,

Yours faithfully,

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

Date :

Name :

Designation :

Address :

Telephone :

E-mail address :

## Annexure 7 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, 3<sup>rd</sup> floor,  
Opp. PVR Cinema, Sion Circle, Sion,  
Mumbai-400 022

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

### 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 :  
E-mail address :

## Annexure 8 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letter of lead bidder)

{Place, Date}

To,

**The Member Secretary,**

Maharashtra Pollution Control Board,

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

Sion Circle, Sion, Mumbai-400 022

**Subject:** Undertaking for Opening Office in Maharashtra

**RFP Reference No:** MPCB/

Sir,

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

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

Yours Sincerely,

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

Name :

Designation :

Seal :

Business Address :

## Annexure 9 MAF Manufacturer's Authorization form

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

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

Date:

Place:

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

**Subject:** selection of an agency for supply and maintenance of four (04) Nos. of Fogger Misting Machines at MPCB - Manufacturer Authorization Form (MAF) from OEM

**Bid document Ref** <Reference No.>

Dear Sir,

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

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



- We hereby agree to the following with regards to the solution, products and services offered by us through the above firm against this Bid Invitation.
  - We extend full on-site guarantee and warranty.
  - OEM Warranty for the offered product(s), is for minimum Three (3) years from the date of this letter.
  - We have read and understood the said Bid document and the functional and technical requirements and the offered product(s), as mentioned above, is complying with the respective requirements.
  - Confirm that the offered product(s) is not likely to be declared as
    - End of sale for attachment not within next 60 months
    - End-of-Support within next five years from the date of this letter
  - Confirm that the support including spare parts for the quoted products shall be available for the entire contract period.
  - We will provide any or all of the materials, notifications, and information
    - Such Products as MPCB may opt to purchase from OEM, provided, that this option shall not relieve OEM of any warranty obligations under the Contract; and
    - in the event of termination of production of such Products:
      - advance notification to MPCB of the pending termination, in sufficient time to permit MPCB to procure needed requirements; and
      - Following such termination, furnishing at no cost to MPCB, operations manuals, standards, and specifications of the Products, if requested.
- We duly authorize the bidder <Bidder name> to act on our behalf in fulfilling all technical support and maintenance obligations required by the contract.
- We, as OEM of \_\_\_\_\_ < product> \_\_\_\_\_, agree to provide onsite delivery and support to <Bidder name> and shall physically visit as and when required & certify installation of attachments and maintenance of parts as per standards and best practices at all locations and submit our satisfactory report, which is one of the mandatory requirements for Bidder to proceed with further activities.

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

---

OR

We also conform we shall establish registered service / support Centre in Maharashtra within 15 days of award of contract to the Bidder \_\_<Name of the Lead Bidder>\_\_.

Yours faithfully,

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

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Thanking you,

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

## Annexure 10 Manufacturer's Declaration about 100% compliance to minimum technical specifications

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

Date:

Place:

To,

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

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

Dear Sir,

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

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

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

Name

In the capacity of

Signed

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

Dated:

## Annexure 11 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, 3<sup>rd</sup> floor,  
Opp. PVR Cinema, Sion Circle, Sion,  
Mumbai-400 022

**Subject: Commercial Proposal Cover Letter for- Request for Proposal for Procurement of Four (04) Nos Fogger Misting Machines by MPCB**

**Ref: MPCB RFP No:**

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of Request for Proposal for Procurement of Four (04) Nos Fogger Misting Machines by MPCB do hereby propose to provide Services as specified in the bidding documents.

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

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

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

Yours sincerely,

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

### **Financial Proposal Instructions**

1. MPCB shall consider the proposed rates for selection only, 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 quoted rates shall be exclusive of all taxes. Taxes shall be paid as actual at prevailing rates by MPCB after awarding the contract to successful bidder 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 online in the BOQ format.

## Annexure 12 Format for Financial Bid

### Part A: OEM Item Cost

S. No.	Description	Qty	Basic Unit Rate (In INR) (All inclusive, excluding GST)	GST Rate (18%)	Total Unit Rate (In INR, including GST)	Total Amount (In INR, including GST)
			A	B	C	D = B+C
1	Fogger Misting Machines with One-year Warranty	04				
<b>Total Cost (In Figures) (In INR):</b>						
<b>Total Cost (In Words) (In INR):</b>						

### Part B: Comprehensive Annual Maintenance Cost (CAMC) for Two (2) years, extension for Two more years subject to satisfactory performance.

S. No.	Description	Year 1	Year 2
1	Comprehensive annual maintenance cost for the Fogger Misting Machines		
	<b>Total GST Amount in INR</b>		
<b>Total Cost in Figures (inclusive of all taxes):</b>			
<b>Total Cost in Words (inclusive of all taxes):</b>			

**Note: (for all items in price bid)**

1. The quantity of procurement of attachments shall be at the sole discretion of the MPCB, in accordance with the exigencies and requirement of the department, meeting minimum specs as defined in clauses 6.6, anytime during contract period.
2. The rates quoted by the bidder shall be deemed final. AMC cost will be paid on pro-rata basis.
3. The department shall effectuate the procurement of attachments at the specified rate during the contractual term, as and when the necessity arises.
4. Attachment from same OEM – no other attachment make allowed
5. Bidders / OEM shall ensure availability of attachment for procurement for entire 5 yrs. contract period. Undertaking from OEM in this regard shall be mandatory. In case attachment is end of sale, bidder at its own cost, shall supply equivalent or better and compatible attachment.

### Part C: Grand Total Cost of the Bid

Particulars (Part A + part B)	Total Cost (in INR)
Grand Total Cost (Inclusive of all Taxes) (In Figure) (In INR)	
Grand Total Cost (Inclusive of all Taxes) (In Words) (In INR)	

*Note:*

- 1. 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.*
- 2. The rate quoted by bidder shall include all costs associated with fulfilling the project deliverables, Out of Pocket Expenses including Travelling, Lodging, Food, insurance, etc. MPCB shall not pay any additional cost to bidder.*
- 3. All costs shall remain valid for the entire duration of the contract.*
- 4. BIDDERS ARE REQUESTED TO SUBMIT ONLINE COMMERCIAL BID FORMAT**
- 5. A COPY OF COMMERCIAL BID PRINTED ON LETTERHEAD TO BE UPLOADED AS PART OF ENVELOPE B**



## **Annexure 13 Format for Performance Security/ Bank Guarantee to be Submitted After Award of Contract**

### **Form of Bid Security (Bank Guarantee)**

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

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

Whereas <<name of the supplier and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the RFP for Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB (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)

## Annexure 14 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 “**Selection of an Agency for Supply and Maintenance of Four (04) Nos. of Fogger Misting Machines at Chandrapur for MPCB.**” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.

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

For \_\_\_\_\_

Name :

Designation :

Date :

Time :

Seal :

Business Address :

Accepted,

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Note:

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

## Annexure 15 Format of sending pre-bid queries.

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

**Ref:** RFP Ref. number:

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

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

## Annexure 16 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, 3<sup>rd</sup> 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. 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, 3<sup>rd</sup> 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

## Annexure 17 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 **Proposal for selection of an agency for supply and maintenance of four (04) Nos. of Fogger Misting Machines at Chandrapur Municipal Corporation for MPCB.**

(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 advise those persons of their obligations hereunder with respect to such information.
  - iii. use the information only as needed for the purpose of bidding for the Project.
  - iv. except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
  - v. undertake to document the number of copies it makes
  - vi. on completion of the bidding process and in case unsuccessful, promptly return to the MPCB, all information in a tangible form or destroy such information

4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:

- was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such disclosure; or



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

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation :

Date :

Time :

Seal :

Business Address

## Annexure 18 Checklist for documents to be included in the Pre- Qualification Envelope

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Documents Submitted (Yes/No)	Page no.
PQ 1				
PQ 2				
PQ 3				
PQ 4				
PQ 5				
PQ 6				
PQ 7				
PQ 8				
PQ 9				

## Annexure 19 Evaluation format for technical specifications

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

S. No.	Description	Specifications	Bidder's response (Bidder shall indicate "Complied" *or "non-Complied" as applicable in each row. In case of "non-complied", details shall be mentioned)
<b>1</b>	<b>VEHICLE DETAILS:</b>		
	Vehicle type	Chassis with Cabin	
	Emission:	BS VI	
	GVW:	19000 Kg. (Min.)	
	Wheelbase:	4900 mm (Min.)	
	Fuel Type:	CNG	
	Turning Radius:	17,500 mm	
	Ground Clearance:	246 mm	
	Engine Power:	200 HP (Min.)	
	6-Wheeler Truck Chassis of MAKE:	TATA/ ASHOK LEYLAND/ Similar Make	
<b>2</b>	<b>DRIVE</b>		
	Driving System:	Hydraulic through truck engine (No External Power Source Allowed.)	
	PTO	200 Nm or above	
	Hydraulic Pump Type	Piston Type Pump	
	System design	System should be designed in such a way that the complete system should be running by single hydraulic pump and single control unit from operator's cabin.	
<b>3</b>	<b>WATER TANK TO BE FIRMLY INSTALLED ON THE CHASSIS</b>		
	Tank Shape:	Elliptical	
	Water Tank Capacity:	9000 Liters/9 KL	
	MOC:	Hot Rolled Mild Steel	
	Grade:	IS 2062	
	Tank Sheet Thickness	4 mm	
	Tank Mounting	Subframe with U clamp	
	Water tank shall have compartment	3 nos.	
	Manhole	3 nos. (500 mm)	
	Cat walks & landing platform will be provided on top of water tank.	Required	
	Ladder access	Required	
	Inside & Outside Painting:	Anti-corrosive Enamel Paint.	

S. No.	Description	Specifications	Bidder's response (Bidder shall indicate "Complied" *or "non-Complied" as applicable in each row. In case of "non-complied", details shall be mentioned)
	Water level indicator with Drain System.	1 no.	
<b>4</b>	<b>MIST CANNON:</b>		
	Throw range:	50 meters along the wind direction.	
	Automatic Horizontal Oscillation:	0 - 180 Degrees (Control from driver's cabin.)	
	Horizontal Oscillation Drive:	Complete Enclosed and Self-Supporting Drive with Hydraulic Motor	
	Vertical Tilt (Manual):	0 to 40 Degrees.	
	Mist droplet size:	10 to 50 microns.	
	Blower drive:	Hydraulic	
	Blower motor type:	Piston motor	
	Blower fan MOC	PPG /PAG	
	Blower fan speed:	2900 RPM	
	Blower fan coupling:	Direct Mechanical coupled (No Belt Drive)	
	Blower Dia:	700 mm	
	Water Pump Type for Mist Cannon:	Positive Displacement Pump	
	Mist Cannon Pump Discharge:	120 LPM (min.)	
	Mist Cannon Pump Drive:	Hydraulic	
	MOC of Nozzles:	Stainless steel	
	Type of Nozzles:	Full Cone Amist	
	Number of nozzles:	20 – 25 nos.	
	Nozzle Grade:	SS 316	
	Barrel Protection:	Mesh Cover	
	Online water filter:	MOC Stainless Steel	
	Noise emission Level (Max 85db within 5 meters.):	NRD Technology for noise reduction (Less than 85 db within 5 meters)	
	Painting of barrel:	Superior quality Powder coated	
	All operation controls:	From driver's cabin	
<b>5</b>	<b>SPRINKLER DETAILS:</b>		
	Pump Type:	Centrifugal Type Pump	
	Pump Drive:	Hydraulic	
	Pump Discharge:	400 LPM	
	Pump Pressure:	8-10 Bar	
	<b>5.1 FRONT SPRINKLER DETAILS:</b>		
	Header outer Diameter:	100 MM	
	Nozzle Type:	Flat Jet Amist	
	Header Material:	MS, IS 2062	
	Nozzle Size/Qty:	25 mm / 3 nos.	
	Nozzle Material:	Stainless Steel (SS316)	

S. No.	Description	Specifications	Bidder's response (Bidder shall indicate "Complied" *or "non-Complied" as applicable in each row. In case of "non-complied", details shall be mentioned)
	Painting of header	Superior Quality Powder Coated	
	<b>5.2 REAR SPRINKLER DETAILS:</b>		
	Header outer Diameter:	100 MM	
	Nozzle Type:	Flat Jet Amist	
	Header Material:	Mild Steel, (IS 2062)	
	Nozzle Size/ Qty:	25 mm/04 nos.	
	Nozzle Size/Qty:	38 mm/02 nos.	
	Nozzle Material:	Stainless Steel (SS316)	
	Nos of Nozzle:	04 nos.	
	Painting of header	Superior Quality Powder Coated	
	<b>5.3 SIDE SPRINKLER DETAILS:</b>		
	Header outer Diameter:	100 MM	
	Nozzle Type:	Flat Jet Amist	
	Header Material:	MS, IS 2062	
	Nozzle Size:	25 mm	
	Nozzle Material:	Stainless Steel (SS316)	
	No's of Nozzle:	03 nos. on Both side of Truck	
	Painting of header	Superior Quality Powder coated	
<b>6</b>	<b>SAFETY FEATURES:</b>		
	RGPPS (Reverse Gear PTO Protection System):	PTO must be Auto disengaged with Reverse Gear Engagement. Optional	
	Hydraulic Oil Cooling System	Optional	
	Pump Dry Run Alarming system	Optional	
	PA System	Optional	
	Parking Sensor	Optional	
	Reverse Camera	Optional	
	Reverse Alarm	Optional	
	Noise <b>reduction</b> system	Optional	

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