



Maharashtra Pollution Control Board
महाराष्ट्र प्रदूषण नियंत्रण मंडळ

Request for Proposal
For

Supply, Testing, Commissioning and Maintenance of
Real-Time Water Quality Monitoring Stations
(RTWQMS) in Maharashtra

RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Date of Publish: 01/05/2025

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

ISSUED BY:

THE MEMBER SECRETARY,
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DISCLAIMER

This Request for Proposal (RFP) for “**Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra**” (hereinafter referred to as “**Project**”) is issued by Maharashtra Pollution Control Board (MPCB).

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

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

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

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

ABBREVIATIONS

Abbreviation	Description
μS/cm	MicroSiemens per centimeter
BIS	Bureau of Indian Standards
BOD	Biochemical Oxygen Demand
COD	Chemical Oxygen Demand
CPCB	Central Pollution Control Board
CSIR-NPL	Council of Scientific and Industrial Research - National Physical Laboratory.
DSC	Digital Signature Certificate
DVR	Digital Video Recorder.
EMC	Electromagnetic compatibility
EMD	Earnest Money Deposit
FC	Fecal Coliform
FNU	Formazin Nephelometric Unit
FTP	File Transfer Protocol
Gb/s	Gigabit per second
GOM	Government of Maharashtra
GPRS	General Packet Radio Service
GPS	Global Positioning System
GSM	Global System for Mobile Communication
GST	Goods and Services Tax
GUI	Graphical user interface
HSPA	High-Speed Packet Access
IOT	Internet of Things
ISE	Information Science and Engineering
KPI	Key Performance Indicator
KHP	Potassium Hydrogen Phthalate
mA	Milliampere
Max	Maximum
Mb/s	Megabits per second
Mg	Milligram
mg/L	Milligram per litre
ml	Millilitre
MLD	Million Litres per Day
MPCB	Maharashtra Pollution Control Board
MCERT	Monitoring Certification
NDA	Non-Disclosure Agreement
NEMA	National Electrical Manufacturers Association
NH ₄ -N	Nitrogen in Ammonium
nm	Nanometre
NTU	Nephelometric Turbidity Unit
NVR	Network Video Recorder

Abbreviation	Description
NWMP	National Water Monitoring Program
PBG	Performance Bank Guarantee
pH	Potential of Hydrogen
PLC	Programmable Logic Controller
PPB	Parts per billion
PPM	Parts per million
RFP	Request for Proposal
RH	Relative humidity
RTU	Remote terminal unit
RTWQMS	Real Time Water Quality Monitoring System
SDI	Serial Digital Interface
SLA	Service Level Agreement
SOP	Standard Operating Procedure
SS	Stainless Steel
SSH	Secure Shell
SQL	Structured Query Language
TCP	Transmission Control Protocol
TCS	Tax Collected at Source
TCV	Total Contract Value
TDS	Tax Deducted at Source
TEC	Tender Evaluation Committee
TML	Television Microwave Link
TPI	Third Party Inspection
TSS	Total Suspended Solids
USEPA	United States Environmental Protection Agency
UV	Ultraviolet
VAC	Volts Alternating Current
VDC	Volts Direct Current
µg/l	Microgram per Litre

KEY TERMS- DEFINITION

Term	Definition
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents.
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.16 of this RFP.
Authority/ Corporation	This means Maharashtra Pollution Control Board (MPCB).
Bid / Proposal	This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Financial Proposal, clarifications to these, technical presentation/ demo submitted by the Bidder, in response to the RFP, and accepted by MPCB.
Bidder(s)/ Agency /Supplier	Eligible, reputed, qualified entities with strong technical and financial capabilities who shall engage in supply, testing, commissioning and operation and Maintenance of the RTWQMS on the rivers in India 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 the Government of Maharashtra).
Certificate of Operation (CoOP)	A written documentation issued by MPCB evidencing the acceptance, approval, or completion, as the case may be, of any Deliverable including any documentation of the Project such that may be required in terms of the Contract.
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.3 of this RFP.
Contract/Agreement	This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
Contract / Project Period	The time period for completion of the entire project scope of work starting from signing of contract till specific duration mentioned defined in the RFP
Selected Bidder /Successful Bidder	This shall mean the Successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work mentioned in the RFP.
Control	Means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (Fifty per cent) of the voting shares of such person, and with respect to a person which is not a

Term	Definition
	company or corporation, the power to direct the management and policies of such person by operation of law.
Damages	Shall have the meaning as ascribed to it in Clause 2.3 of this RFP;
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.
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 Award/ Work Order	This refers to the letter issued by MPCB to the Successful Bidder indicating its selection as the Bidder for implementation of the Project.
Non- compliance	Failure / refusal to comply to the terms and conditions of the proposal / Agreement.
Project	This refers to supply, testing, commissioning and operation and Maintenance of the RTWQMS in Maharashtra.
RFP Portal	The web portal https://mahatenders.gov.in/ that is official portal for all details and submissions related to this RFP process.
RFP/ Tender	Refers to Request for Proposal containing the technical, functional, commercial, and operational specification and including all clarifications/addendums, explanations and amendments issued by MPCB in respect thereof.
Total Contract Value/ Contract Value	Total Contract Value (inclusive of all taxes, levies and duties and including GST) finally agreed between MPCB and the Bidder for preparation of Detailed Project Report as mentioned in this RFP, which will be the maximum value payable to the Bidder for this Project.

NOTICE FOR REQUEST FOR PROPOSAL

RFP Ref. No: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Date: - 02/05/2025

Maharashtra Pollution Control Board (MPCB), Government of Maharashtra (GoM) invites sealed tenders from reputed experienced professional organizations for **Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra**. MPCB intends to solicit technical and financial bid from prospective Bidders. The prospective firms may download the tender document from website <https://mahatenders.gov.in> on or before date mentioned in the RFP.

For complete details & formats of e-tender can also be obtained from website <https://mahatenders.gov.in> Tender form fee payment of **₹ 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.

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.	RFP Publish	01/05/2025 11.00 IST
2.	Name of the Project	Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra
3.	RFP Reference No.	MPCB/JD (WPC)/ RTWQMS/ 2025-26
4.	RFP Document Download	Start Date: 02/05/2025 11.00 IST End Date: 21/05/2025 17:30 IST Please visit the below mentioned e-Tendering website. https://mahatenders.gov.in
5.	Last date of submission of Pre-Bid Queries	08/05/2025 18:00 IST
6.	Pre-Bid meeting	Pre-Bid Meeting 09/05/2025 12:00 IST Pre-Bid meeting to be attended physically as well as virtually. Virtually through MS Teams, details shall be shared later stage.
7.	Details to be referred for requesting clarifications	All the queries should be received on or before through email only with subject line as follows: “Pre-Bid queries - <Agency’s Name>” . The queries should be submitted as per the format prescribed in Annexure 20 Format of sending pre-bid queries The Pre-Bid queries to be sent to the Email ID: jdwater@mpcb.gov.in
8.	Last date of Bid Submission	21/05/2025 17:30 IST
9.	Pre-qualification Proposal Opening	22/05/2025 18:00 IST
10.	Financial Bid Opening	Will be declared after technical scrutiny.
11.	Address	Maharashtra Pollution Control Board, 3 rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdwater@mpcb.gov.in
12.	Tender Fee to be paid via Online Payment Gateway mode only.	₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable)
13.	Earnest Money Deposit (EMD) via online procurement portal	₹ 1,900,000/- (INR Nineteen Lakhs Only) to be paid online through e-tender portal
14.	Security Deposit / Performance Bank Guarantee (PBG)	Ten (10%) of Total cost (incl. GST) valid up to Three (03) month post completion of contract PBG should be only from Nationalized / Scheduled commercial banks.

S. No.	Items	Description
15.	Signing of Contract	Within Fifteen (15) days after Work Order or as intimated by MPCB. If the agreement is not signed within the stated time frame, MPCB shall reserve the right to revoke the offer made, at the discretion of Hon'ble Member Secretary, MPCB.
16.	Bid Validity Period	One Hundred and Eighty Days (180) days from the date of opening of Pre-Qualification bid. To be extended as per MPCB's instructions.
17.	Contract Period	The total contract period for the project will be Three (03) years and Three (03) months from the date of signing of the agreement (including warranty period of One (01) year). The warranty period shall start from the date of issue of CoOP and CAMC from the end of the warranty period of One (01) year. The Successful Bidder shall be required to operate and maintain the equipment and integrated system during warranty as well as comprehensive maintenance period. In case required, the contract with the Selected Bidder may be extend the maintenance contract based on the satisfactory performance and mutual consent.
18.	Method of Selection	Least Cost Based Selection (L1 Basis)
<p>Contact Details The Member Secretary, Maharashtra Pollution Control Board, 3rd Floor, Kalpataru Point, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022 Tel: 022-2401 4701 / 2402 4068 Email ID: jdwater@mpcb.gov.in Website: https://MPCB.maharashtra.gov.in/</p>		

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.
4. Cost of tender form of ₹ 23,600/- (INR Twenty-Three Thousand and Six Hundred only) (inclusive of all taxes and non-refundable), should be credited into MPCB by online payment gateway, otherwise Bidders cannot participate in e-tendering.
5. The electronic tendering system for MPCB will be available on separate sub-portal with URL <https://mahatenders.gov.in> as part of the Electronic Tendering System of Government of Maharashtra which is available on the portal <https://mahatenders.gov.in>.

6. Detailed timetable for the various activities to be performed in e-tendering process by the renderer for quoting their offer is given in above table. Bidder should carefully note down the cut of dates for the carrying out each e-tendering process/activity.
7. MPCB takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point in time.
8. In the event MPCB will not be liable and responsible for any damages or expenses arising from any difficulty, error, imperfection, or inaccuracy with this website, it includes all associate service, or due to such unavailability of the website or any part thereof or any contents or any associate services.
9. The Bidders must follow the timetable of e-tendering process and get their activities of e-tendering process done well in advance so as to avoid any inconvenience due to unforeseen technical problems, if any.
10. MPCB will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error / failure of website and it cannot be challenged by way of appeal, arbitration and in the court of law.
11. Bidder must get done all the e-tendering activities well in advance.
12. Other instructions can be seen in the tender form. All or any one of the tenders may be rejected by competent authority.

SECTION 1: LETTER OF INVITATION

1.1 Background

MPCB hereby invites Proposals from reputed, competent, and professional companies, who meet the minimum eligibility criteria as specified in this bidding document as **“Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra.”** detailed in this RFP document.

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

Some of the important functions of MPCB are:

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

1.2 Purpose

The Department seeks the services of a reputed, well established and financially sound agency for *Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra*. This initiative aligns with the Board’s commitment to reduce the volume of sewage and domestic waste reaching the Arabian sea. The remediation measures will help to achieve water bodies discharge quality criteria of CPCB for all major parameters. The Successful Bidder will be responsible for executing comprehensive measures to restore and preserve the environmental integrity of these areas.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Consortium

Consortium is allowed within the scope of this RFP. However, no sub-contracting is allowed within the scope of this RFP.

The Bidder may be a single entity or a group of a maximum of Two (02) entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another bidding Consortium for the Project. In the event of such an occurrence (i.e., if the Bidder is part of Consortium of more than One (01) Bid), all such Bids, shall be summarily rejected. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.

- a) The maximum number of members that shall be allowed to form consortium for the purpose of this RFP must not exceed 02 (two). In the event of such an occurrence (i.e., if the consortium members are more than 02 (two), the Proposal, shall be summarily rejected.
- b) The Proposal should include a description of the roles and responsibilities of individual Members of the Consortium, particularly with reference to technical, financial, operational and Warranty Services obligations. The Proposal should contain the required information for each Member of the Consortium.
- c) All members should fulfil eligibility criterion pertaining to their area of competence and one of them would be considered as Lead Bidder as decided by them through a Joint Bidding Agreement, to whom the Project would be given for execution and the Lead Bidder would be responsible for execution of the complete Project and comply with all terms and conditions of RFP. The Members of the Consortium shall nominate one Member as the lead member (the “Lead member”), which must be an entity registered/ incorporated in India (as on the date of submission of Proposal) and shall have the highest share in the Consortium. The Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the Consortium for the entire duration of the Project. The nomination(s) shall be supported by a power of attorney, substantially in the form specified at **Annexure 13** Format for Power of Attorney for Lead Member executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium.
- d) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills, and trained manpower commensurate with its role and responsibilities during the Agreement Period.
- e) The Consortium members on whose strength a Bidder has been short-listed should have a substantial stake in the Project. The Consortium member, other than the Lead Member of the Consortium; whose technical and/or financial capacity is considered for the purpose of qualification and shortlisting herein; should hold at least 26% (twenty-six percent) of the paid up and subscribed equity in the Consortium for the entire duration of the Project.
 - i. The Members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at **Annexure 12** Joint Bidding Agreement, (the “Joint Bidding Agreement”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:

- ii. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
- iii. Date, form and state of incorporation of Consortium member; Company Principals (Name, title and business address)
- iv. Convey the details of shareholding/ ownership equity commitment(s) of the Members of the Consortium, which would enter into the Contract with MPCB and subsequently perform all the obligations of the Successful Bidder in terms of the Contract, in case the Project is awarded to the Consortium in accordance with this RFP; and,
- v. Clearly outline the proposed roles and responsibilities, if any, of each Member; and,
- vi. Commit the minimum equity stake to be held by each Member; and
- vii. Undertake that the Lead member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the Consortium for the entire duration of the Project; and
- viii. Undertake that the Consortium member, other than the Lead member of the Consortium; whose technical and/or financial capacity is considered for the purpose of qualification and shortlisting herein; should hold at least 26% (twenty-six percent) of the paid up and subscribed equity in the Consortium for the entire duration of the Project; and
- ix. Include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations in relation to the Project for the entire Contract Period or such extended term as may be mutually agreed; and
- x. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of MPCB.

2.2 Change in Ownership when the Bidder is a Consortium

Change in the ownership and control of a Consortium member shall not be permitted during the Selection Process or if selected, during Contract Period, including implementation, operation and maintenance of the Project throughout the Contract Period or extended term of the Contract.

2.3 Conflict of Interest

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MPCB shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by MPCB and not by way of penalty for, inter alia, the time, cost and effort of MPCB, including consideration of such Bidder's Proposal ("the Damages"), without prejudice to any other right or remedy that may be available to MPCB under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the below circumstances:

- a) A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, which puts them in a position to have access to information about or influence the Proposal of another Bidder; or

- b) The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- c) a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- d) such Bidder, its member or Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or associate thereof; or
- e) such Bidder its member or any Associate thereof has the same legal representative for purposes of this Proposal as any other Bidder; or
- f) such Bidder, its member or any Associate thereof, has a relationship with another
- g) Bidder, or any Associate thereof, directly or through common third party/ parties, which puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or each other; or
- h) such Bidder, its member or any Associate thereof has participated as a consultant to MPCB in the preparation of any Bidding Documents, design, or technical specifications of the Project.

2.4 Completeness of Response

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

2.5 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.

2.6 Bidder Inquiries

Bidder should e-mail their queries at the above-mentioned e-mail address, in the Excel format as mentioned in the **Annexure 20** Format of sending pre-bid queries. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. The response of MPCB shall become an integral part of RFP document. MPCB shall not make any warranty as to the accuracy and completeness of responses.

2.7 Amendment of RFP Document

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

2.8 Supplementary Information to the RFP

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

2.9 MPCB's right to terminate the process.

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

2.10 MPCB's Right to accept/ reject any Bid

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

2.11 Earnest Money Deposit (EMD)

1. Bidders are required to submit an Earnest Money deposit (EMD) online for an amount mentioned under the clause "NOTICE FOR REQUEST FOR PROPOSAL" through Online e-Tendering Payment Gateway mode only.
2. Unsuccessful bidder's EMD will be returned within Thirty (30) Days from the date of finalization of the contract / tender.
3. No interest will be paid by MPCB on the EMD amount, and it will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - If during the bid process, a bidder indulges in any such deliberate act as would 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.

2.12 Authentication of Bid

1. The Proposal shall be submitted through Maha-Tender Website <https://mahatenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and 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.

2.13 Language of Bids

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

2.14 Patent Claim

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

2.15 Bid Submission Format

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

2.16 Preparation of Proposal

1. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. MPCB will evaluate only those Proposals that are received in the specified forms and complete in all respects.
2. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP.
3. The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP (“Technical Proposal”). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, MPCB will be entitled to reject the Proposal.
4. Any condition or qualification or any other stipulation contained in the Proposal submitted by the Bidder shall render the Proposal liable to rejection as a non-responsive Bid.
5. Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. MPCB reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner.
6. The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the “**Authorized Representative**”) as detailed below:
 - a. by a partner, in case of a limited liability partnership/ Partnership under 1932 Act; or
 - b. by a duly authorized person, in case of a private and public limited company or a corporation.
 - c. In case of a Consortium, the proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the Members of the Consortium.
7. Bidders should note the Proposal Due Date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by MPCB, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, MPCB reserves the right to seek clarifications in case the Proposal is non- responsive on any aspects.
8. **Financial Proposal:** While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
9. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP.
 - b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by MPCB.
 - c) The Financial Proposal shall only be submitted in soft copy through Maha Tender Website <https://mahatenders.gov.in>, in the Format as provided therein (“Financial Proposal”) in a MS excel file clearly indicating the amount in both figures and words and up to 02 (two) decimal points. For example, the amount shall be quoted as 10.12 instead of 10 or 10.1
 - d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail.
 - e) The Financial Proposal shall be furnished in INR (Indian Rupees) only.

- f) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet.
- g) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall cover the cost of conducting site visits, cost of sensors, datalogger, associated software, cost of screen, operations and maintenance of the entire system, TA, DA, and other out of pocket expenses of the personnel deployed by the Successful Bidder. The Financial Proposal shall consider all the expenses and tax liabilities and other impositions applicable under the prevailing law except GST.
- h) If there is a change in the applicable taxes, MPCB shall bear the cost of the same.
- i) Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- j) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected.
- k) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal.
- l) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or after evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. MPCB may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence.

2.17 Bid Submission Instructions

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

Stages	Particulars	Instructions
Stage 1	Pre-qualification Proposal	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. Pre-Qualification Proposal shall comprise of the following: <ol style="list-style-type: none"> a. Checklist for Pre-Qualification Proposal along with Project citation b. Pre-Qualification documents c. Bidder and Bidding Firm Details
	Technical Proposal	The technical proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in this RFP. Each page of the technical proposal should be signed and stamped by the authorized signatory of the bidder. Technical proposal should be submitted through online e-tendering website only.

Stages	Particulars	Instructions
		<p>Technical Qualification Proposal shall comprise of the following:</p> <ol style="list-style-type: none"> Checklist for Technical-Qualification Proposal Technical Qualification documents Project citation
Stage 2	Financial Proposal	<p>The financial proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP. Each page of the financial proposal should be signed and stamped by the authorized signatory of the bidder. Financial proposal should be submitted through online e-tendering website only.</p> <p>In no way shall the bidder indicate its Financial Offer in Technical Proposal only. In case it is found, MPCB shall summarily reject the proposal of the said bidder.</p>

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

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

2.18 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 the deadline shall be till One Hundred Eighty (180) days from the date of opening of **Stage 1** bid.

2.19 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.

2.20 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.

2.21 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.

2.22 Bid Opening

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

conforming to such preliminary requirements shall be prima facie rejected. MPCB has the right to reject the bid after due diligence is done.

2.23 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.

2.24 Non-Disclosure Agreement (NDA)

The Successful Bidder has to sign the Non- Disclosure Agreement **Annexure 18 Non-Disclosure Agreement** with MPCB.

2.25 Performance Bank Guarantee (Security Deposit)

1. 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 / Schedule Commercial Bank, of stated value and valid for the tenure mentioned in the RFP.
 - b. The Performance Bank Guarantee should be furnished within Fifteen (15) Days from the date of issue of Work Order to the Successful Bidder.
 - c. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai.
 - d. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
3. MPCB shall also be entitled to make recoveries from the Performance Bank Guarantee on the following grounds:
 - a. Any amount imposed as a fine by MPCB for irregularities Committed by the Successful Bidder for the respective project assignment.
 - b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Successful Bidder or any of his/her/their agent/ employees or staff.
 - c. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - d. Any other outstanding amount.
4. Once the amount under this clause is debited, the Successful Bidder shall reimburse the Performance Bank Guarantee to the extent the amount is debited within Five (05) days of

such debit by MPCB failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free Performance Bank Guarantee in favour of MPCB.

2.26 Bid Prices

The bidder must quote for “**Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra**” in the format given for financial bid. Validity of Bid shall be of 180 days (One Hundred and Eighty Days) from date of opening of Stage 1 Bid.

2.27 Bid Currency

The rates quoted shall be in Indian Rupees only.

2.28 Correction of errors

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

2.29 Corrections to Arithmetic errors

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

2.30 Disqualification

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

1. Bid not submitted in accordance with the bid document.
2. The Bidder submits conditional offer.
3. Bid is received in incomplete form.
4. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation.
5. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete.
6. The Bidder is not qualified as per Qualification Criteria mentioned in the RFP document.
7. The Proposal materially departs from the requirements specified in the Proposal or it contains false information.
8. The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the MPCB or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process.
9. The Bidder in the opinion of the MPCB, has a Conflict of Interest materially affecting fair competition.
10. Bid is not accompanied by all requisite supporting documents.

11. Bidder enclosing Financial Bid in Technical Bid.
12. 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.
13. The Successful Bidder has given the letter of acceptance of the contract with his conditions.
14. Non - fulfilling of any condition / term by bidder.
15. A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

2.31 Tendering Under Different Names

1. Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same Contract.
2. If it is found that firms as described in clause 1 above have tendered separately under different names for the same Contract, all such tender(s) shall stand rejected and 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 Bidders as well as related firms / establishments.

2.32 Miscellaneous Provisions

1. A Bidder or their Associate should, in the last Three (03) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate
2. Any Bidder that has been barred by the Central Government, any State Government, Union Territory, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal individually.
3. A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of MPCB in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of Three (03) years from the date of commencement of services under the Project.

4. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of Thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Hon 'arable Member Secretary, MPCB whose decision shall be final.
5. Proposals shall be deemed to be under consideration immediately after they are opened and until such time MPCB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, MPCB and/ or their employees/ representatives on matters related to the Proposals under consideration.

SECTION 3: PRE-QUALIFICATION CRITERIA AND TECHNICAL EVALUATION

3.1 Pre-Qualification Criteria

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 1	<p>Legal Entity: The bidder as on bid submission date, should be:</p> <ul style="list-style-type: none"> ▪ a Company registered in India under the Companies Act 1956 or 2013 or ▪ a partnership firm under the Indian Partnership Act, 1932 or ▪ the Limited Liability Partnerships Act, 2008, (as amended from time to time) 	<ul style="list-style-type: none"> ▪ Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firms Particulars ▪ For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation ▪ For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. ▪ Copy of valid PAN Card ▪ Copy of valid GST Certificate with GST Number ▪ Copy of Power of Attorney signed by legally authorized signatories as per Annexure 11 Power of Attorney ▪ Annexure 12 Joint Bidding Agreement (in case of consortium) ▪ Copy of Annexure 13 Format for Power of Attorney for Lead Member(in case of consortium) ▪ Any other supporting document, as may be required. <p>(In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium members and all the members are required to submit above listed documents as applicable)</p>
PQ 2	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than ₹ 3.00 Crore (INR Three Crore only)</p>	<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three (03) years FY2021-22, FY 2022-23, and FY 2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder (In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion)</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
PQ 3	<p>Net-worth Criteria:</p> <p>The bidder should have a positive net worth for each of the last three audited financial years. FY 2021-22, FY 2022-23, and FY 2023-24</p> <p>[Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>The duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant</p> <p>Net worth Certificate duly certified by Statutory Auditor. Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder.</p> <p>(In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium Members)</p>
PQ 4	<p>Project Experience 1:</p> <p>The Bidder shall have experience in “*Similar works” during last Seven (07) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing at least ₹ 8.00 Crore. OR Two (02) projects with “Similar works” each costing at least ₹ 5.00 Crore. OR Three (03) projects with “Similar works” each costing at least ₹ 4.00 Crore.</p> <p>For the purposes of evaluation of responses to this RFP, ‘*Similar works’ means: “Supply, installation, testing, commissioning and operation and maintenance of the Real-Time Water Quality Monitoring Stations and integrated Software System in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/ **Private Company”.</p>	<p>a) Bidders shall submit a copy of work order/ contract agreement.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice OR In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself, whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly)</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
<p>PQ 5</p>	<p>Project Experience 2:</p> <p>The Bidder shall have experience in Supply, installation, testing, commissioning and operation and maintenance of Five (05) Real-Time Water Quality Monitoring Stations and integrated Software System during last Seven (07) years in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/ **Private Company.</p>	<p>a) Bidders shall submit a copy of work order/ contract agreement.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice OR In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of stations supplied, installed and commissioned and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration (In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly).</p>
<p>PQ 6</p>	<p>Certifications:</p> <p>OEM / authorized bidder of OEM should have valid ISO 9001: 2015 Certificate as on Bid submission Due date.</p>	<p>Copy of valid Certificate as of the date of bid submission. (In the case of sole Bidder, it should be met by sole Bidder itself whereas in the case of Consortium, this would be applicable for each of the Consortium Members).</p>
<p>PQ 7</p>	<p>Manufacturer's Authorization:</p> <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 Annexure 6 Manufacturer's Declaration about 100% compliance to Minimum Technical Specifications And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 7 MAF Manufacturer's Authorization form An OEM can issue multiple MAFs to their channel partners for the products complying 100% with the specifications. (In case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion).</p>
<p>PQ 8</p>	<p>Minimum technical specification requirements:</p>	<p>Self-certification signed by the Authorized Representative on the company letterhead as per format provided in Annexure 8 Compliance with technical specifications of</p>

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted
	The bidder must meet the minimum technical specifications mentioned in the Bid document for the systems and other equipment involved in supply, installation, testing and commissioning of RTWQMS.	this Bid document along with other supporting documents like brochures. (In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, the lead member should fulfil the relevant criterion).
PQ 9	<p>After Sales Support Capability:</p> <p>The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (06) months from the Bid Due date) in the name of the bidder In the absence of an existing office in Maharashtra, the Bidder must submit an undertaking to setup office in Maharashtra, on letterhead of firm signed by authorized signatory as per the format provided in the Bid document as per Annexure 9 Undertaking for After Sales Support Office in Maharashtra.</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself, whereas in the case of Consortium, the Lead member of the Consortium should fulfil the relevant criterion.)</p>
PQ 10	<p>Blacklisting criteria:</p> <p>The bidder should not have been debarred by any Government (State / Central) / Semi Government / Corporation / Union Territories/ PSU/ any other local Body or body established under or in the control of the Central or state Government in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as specified in Rule 151 of GFR, 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 Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself. Whereas in case of Consortium, each of the Consortium member should fulfil the relevant criterion)</p>
<p><i>Note: In the case of consortium bids, all the consortium members shall be required to submit the supporting documents as applicable.</i></p>		

****Private Company:** Private Company means an entity duly incorporated in India with a minimum twenty-five (25) years of operating history.

3.2 Evaluation of Pre-Qualification Proposal

1. TEC shall review the pre-qualification proposal of the bidders to determine whether the requirements as mentioned in Section of the RFP are met. Incomplete or partial proposals are liable for disqualification. TEC reserves the right to seek clarification if required. All those bidders, whose all-pre-qualification proposal meets the requirements shall be selected for opening of the technical proposal.
2. At any time during the Bid evaluation process, TEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.

3.3 Technical Evaluation Criteria

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

S. No.	Parameters	Max. Marks	Marks	Supporting Documents
TE 1	Financial Evaluation (20 marks)			
TE1.1	Minimum Average Annual Turnover (MAAT) for the last Three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than ₹ 3.00 Crore	30	>= ₹ 3.00 Crore and < ₹ 5.00 Crore	10
>= ₹ 5.00 Crore and < ₹ 10.00 Crore			20	
>= ₹ 10.00 Crore			30	
				<p>Copy of Annual Audited Financial Statements, Balance sheet and profit and loss statement, certified by a Statutory Auditor for the preceding Three (03) years FY2021-22, FY 2022-23, and FY2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder (In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion)</p>
TE2	Project Experience (50 Marks)			
TE2.1	Project Experience 1: The Bidder shall have experience in “ Similar works ” during last Seven (07) years as on last date of submission of bid as per following details: - One (01) project with “Similar works” costing at least ₹ 8.00 Crore. OR	25	Total Project Value of maximum any three projects submitted meeting the Criteria:	
Total Project Value >= ₹ 8.00 Crore and < ₹ 12.00 Crore			10	
Total Project Value >= ₹ 12.00 Crore and < ₹ 16.00 Crore			15	
Total Project Value >= ₹ 16.00 Crore			25	
				a) Bidders shall submit a copy of work order/ contract agreement. b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice OR

S. No.	Parameters	Max. Marks	Marks	Supporting Documents								
	<p>Two (02) projects with "Similar works" each costing at least ₹ 5.00 Crore. OR Three (03) projects with "Similar works" each costing at least ₹ 4.00 Crore.</p> <p>For the purposes of evaluation of responses to this RFP, '*Similar works' as mentioned in this RFP.</p>			<p>c) In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work and current status of the partially completed project.</p> <p>d) Project citation as per format in</p> <p>e) Annexure 4 Project Citation</p> <p>f) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself, whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly)</p>								
TE2.2	Project Experience 2:	25	<table border="1"> <tr> <td>Total No. of stations</td> <td></td> </tr> <tr> <td>05 stations - 07 Stations</td> <td>10</td> </tr> <tr> <td>08 stations – 10 Stations</td> <td>15</td> </tr> <tr> <td>> 10 stations</td> <td>25</td> </tr> </table>	Total No. of stations		05 stations - 07 Stations	10	08 stations – 10 Stations	15	> 10 stations	25	<p>a) Bidders shall submit a copy of work order/ contract agreement.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p> <p>OR</p> <p>In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of stations supplied, installed and commissioned and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly).</p>
Total No. of stations												
05 stations - 07 Stations	10											
08 stations – 10 Stations	15											
> 10 stations	25											
TE3	Technical Presentation (20 Marks)											
TE3.1	Technical Presentation	20	Marking criteria for the	20 Presentation delivered by the bidder								

S. No.	Parameters	Max. Marks	Marks	Supporting Documents
	Presentation by the bidders on their understanding of the business/ functional requirements of MPCBs and proposed solution and implementation approach.		<p>presentation:</p> <ul style="list-style-type: none"> ▪ Understanding of the scope of work ▪ Detailed approach and methodology on installation and commissioning of RTWQMS. ▪ Past Experience of Similar projects ▪ Execution Timelines with justifications: Day-wise plan to be developed and demonstrated with expected outcomes and deliverables for each day. ▪ Value Additions / differentiators that will benefit Government 	<p>should depict Bidder's understanding of the business / functional requirements of the MPCB, the proposed solution and implementation approach.</p> <p>Soft/ Hard copy of the presentation to be submitted by the Bidder</p>
Total		100		100

3.4 Technical Presentation

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

3.5 Bid Evaluation

3.5.1 Overview of the Evaluation process

1. Tenders will be scrutinized by the committee formed by MPCB. This committee shall act as a Tender Evaluation Committee to evaluate the bids.
2. TEC shall review the prequalification proposal of the individual Bidder to determine whether the requirements as mentioned in Sections 3.1 and Sections 3.3 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification and technical proposals meet the requirements shall be selected for the opening of the financial proposal.
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 qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
5. The Bidders are required to quote their fee as per the commercial bid format.
6. TEC may seek input from their professional, external experts in the Bid evaluation process.

3.5.2 Financial Evaluation

1. The Financial bid of only those bidders shall be opened who qualify against the pre-qualification criteria and score 70 marks or more in the technical qualification as mentioned in Section 3.1 and Section 3.3, respectively above.
2. The Bidder who quotes the lowest (L1) rate will be considered as L1 Bidder.
3. The bidders will be ranked based on their bids as per financial bids i.e., L1 for lowest, L2 as second lowest (financial bid higher than L1), L3 as third lowest (financial bid higher than L2) and so on.
4. Bidder whose financial bid is lowest (hereby referred to as **L1 Bidder**) i.e., whose overall quote (Sum total of Part A and Part B as mentioned in the Financial Bid Format) is the least shall be considered as eligible for benchmarking and taken forward for negotiation.
5. 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.
 - In case there is tie between L1 Bidders, cost will be negotiated with each bidder and the one offering lowest negotiated cost will be selected as final L1 bidder.
 - In case, either of the L1 bidder(s) refuses such allocation, L2 bidder shall be contacted to match / negotiate L1 rate, or re-tendering shall be done.
6. MPCB reserves the right to confirm the preferred Bidder as successful Bidder subject to negotiations and approval of competent authority.

3.6 Award of Contract

Post the evaluation process indicated in Section above, MPCB will award the Contract to the Successful Bidder as defined in this Bid document. The complete contract shall be awarded to the L1 Bidder as mentioned in Clause 3.5.2 of the RFP.

3.7 Issuance of Work Order

After selection, a work order (“Work Order”) will be issued, in duplicate, by MPCB to the Successful Bidder. The Work Order will be handed to the Successful Bidder or emailed or posted to the Successful Bidder’s address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Successful Bidder shall, within Three (03) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement (Letter of Acceptance, “LOA”) thereof. In the event of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the MPCB may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the Work Order, and the next eligible Bidder may be considered. After the Work Order, security deposit to be submitted by the successful Bidder within the stipulated time mentioned in Work Order failing to do so MPCB may take necessary actions.

After issuance of Work Order, the Successful Bidder shall have to submit Performance Bank Guarantee (PBG as Security Deposit) within Fifteen (15) days.

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

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

3.8 Signing of Contract Agreement

1. The Successful Bidder shall enter into contract agreement with MPCB within Fifteen (15) days from the date of issue of Work Order.
2. In case the agreement is not signed within the timeline mentioned above, ₹ 2000 per day penalty will be levied for each day default beyond the prescribed timelines.
3. Any expenses related to registration of Agreement shall be borne by the Successful Bidder.

SECTION 4: SCOPE OF WORK

Maharashtra is home to several major rivers like Godavari, Krishna, Tapi, and Bhima. These rivers continue to serve as vital lifelines for the state's inhabitants. However, the accidental discharge of industrial effluent, sewage from urban local bodies, agricultural runoff in the river system has led to water pollution and degradation of aquatic ecosystems. CPCB in the year 2022 identified 55 polluted river stretches. As per latest scenario of polluted river stretches- Maharashtra has 02 polluted stretches in priority I, 04 in II, 06 in III, 11 in IV and 28 in V (Dec 2023). It is necessary to monitor the sources and reasons for water pollution, impeding the effectiveness of solutions. CPCB and MPCB has a requirement for measurement and delivery of titanium based real-time water quality data from numerous points along the Rivers in Maharashtra. Titanium offers superior corrosion resistance, durability, and non-reactivity, making it ideal for Real-Time Water Quality Monitoring Systems (RTWQMS) in harsh environments. Its use ensures long-term reliability, reduces maintenance, and delivers accurate data in challenging aquatic conditions, such as rivers exposed to pollutants. Hence the department is mandating titanium-based systems to enhance the project's sustainability and operational efficiency.

The real time water quality monitoring equipment shall have also a surveillance camera with day and night vision at each of the station. The camera at each of the station should provide continuous streamed footage/ visualization of the real time value (screen) and the nearby area including the sensors immersed in the river, at every 60 minutes. The connectivity of the camera is to be provided to MPCB through the web portals on 24x7 basis and should operate continuously. The output of the CCTV camera should also be connected with the DVR/NVR and the data for one month should be kept as backup retrievable through the software provided to MPCB.

Installation –

Real time monitoring stations shall be installed at 10 locations as per the priority I, II and III stretches identified by MPCB with reference to the report of 2018 and 2022 shared by CPCB. These locations will be finalized after joint survey with the successful bidder.

4.1 Overview of this Project Structure

Successful Bidder would be awarded the project/work under a Supply and Service Agreement, which would entail:

1. Supply, installation and Commissioning of One Set of RTWQMS Equipment at the defined cities/ locations.
2. Operation and Maintenance of the RTWQMS for a period of Three (03) years from the date of issue of CoOP.
3. Warranty Period of One (01) year from the date of issuance of CoOP.
4. CAMC period of Two (02) years after completion of One (01) year of warranty.
5. Daily reporting of data pertaining to Riverwater Quality to MPCB.
6. MPCB would make payment for RTWQMS as per schedule of requirement, for Supply, Installation and Commissioning of the system. MPCB would procure all the RTWQMS equipment on its name. MPCB will make regular payments for the O&M and Supply of Data at the end of each Quarter. The bidders therefore need to quote two prices for:

- a. Supply, Installation and Commissioning of the Systems 10 Nos, as per invitation for bids section.
- b. Reporting of data to MPCB: The price for the data Supply would include the Operation and Maintenance, including incidental charges, electricity, providing manpower at site, security, etc. The number of security personnel to be deployed on-site shall be determined by the Successful Bidder, ensuring round the clock safety and security of the entire system.

4.2 Scope of Services under this Project

The Scope of Works under the package shall include:

1. The Supply including packing, transportation, insurance, customs clearance, port clearance and handling, inland transportation, inland transit insurance and delivery to site, installation, testing and commissioning of equipment and provision of training of MPCB officials' station wise.
2. Operation & Maintenance of River water monitoring Stations and associated system for a period of Three (03) years from the date of issue of Certificate of Operation (CoOP) which can be extended on annual basis at the mutually agreed rates and terms and conditions considering satisfactory performance and service delivery by the successful bidder.
3. Data & Report of data pertaining to RTWQMS to MPCB.
4. Online transfer of data to MPCB and CPCB and establishing connectivity to main server at MPCB and CPCB.

4.3 Fixed Stations for Data collection

Fixed station sites are points along the waterway reach which are indicated in **Annexure 21** Locations for Installations where measurements of water quality are required on hourly basis. Measurements will be made at or near the portion of the stream where maximum flow is experienced. Sensor packages can utilize bridge piers or other structures keeping in view the need for protecting the sensor package as also ensuring unobstructed flow of water in the vicinity of the sensor package as far possible. Since these stations are fixed by utilizing bridge piers or other structures, these are unmovable and hence called fixed stations.

If the flow regime changes over a period, the instruments/equipment must be relocated to a point where maximum flow is experienced. On an average, such relocations may not be required more than twice per year and approval of any relocation lies with MPCB.

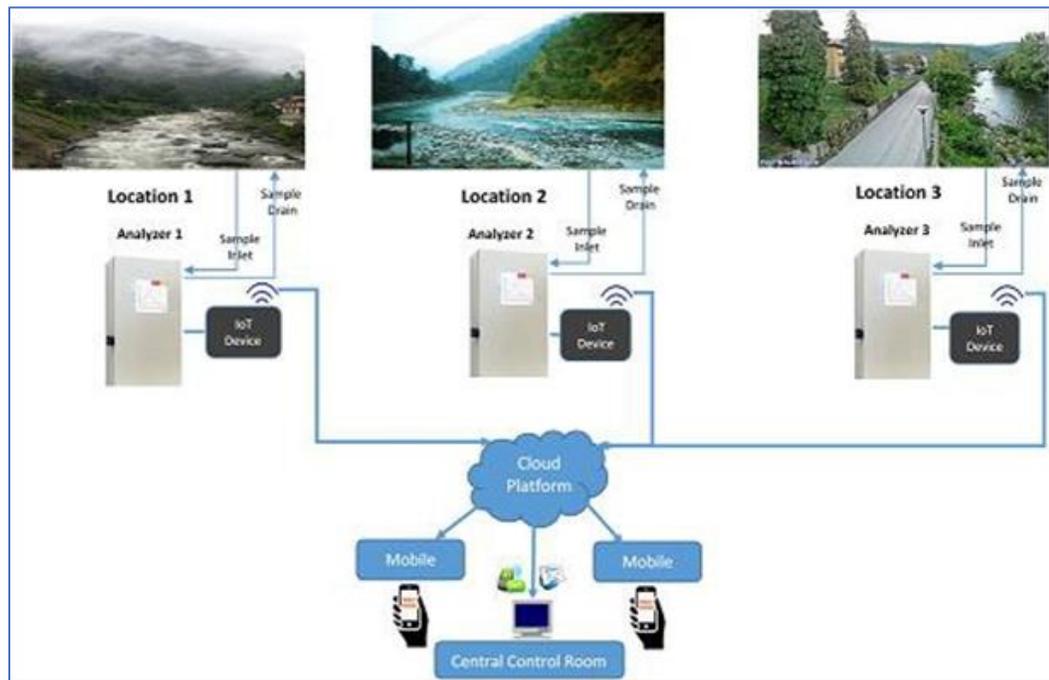
No Floating Stations are included and allowed in this bid. RTWQM stations should be the fixed station and will have data automatically relayed to the MPCB's Data Centre within 15 minutes of the measurement/observation to qualify for payment. The RTWQM Stations can thereon upload the photo with a time stamp with a time lag of 15 minutes.

4.3.1 Data Collection

The fixed stations will measure water quality parameters once per hour ± 5 five minutes and transfer all log data within 15 minutes of measurement.

4.3.2 Data Storage

The Service Provider shall store all real-time data collected during the duration of the contract. This storage shall be 100% online. This means that any data values can be called up instantaneously throughout the duration of the contract. In the event of any contingency, the Service Provider will provide access on MPCB's request for downloading any part or the entire database maintained in the Service Provider's server.



* The image above is provided for reference purpose only. The Successful Bidders are advised to visit the site and collect necessary information as required for execution of the contract.

4.4 Technical Specifications and Salient Features Regarding Online Water Quality Monitoring System

1. The Successful Bidder is free to choose any type/ make of analysers including the indigenous equipment meeting the prerequisites. The unit should give calibration protocol, periodicity/ frequency of calibration and ± 15 variation specified when matched with manually monitored results.
2. The systems installed or to be installed which may include sensors/ electrodes/ data communicating devices or other related devices, should have the certification of institutions like EPA or ISO 15839 (for Environmental and Performance standard), ISO 9001, ISO 17025 (for calibration and quality control standards) or TUV/ BIS/ CSIR-NPL etc.
3. The system supplier will comply with testing/calibration protocol as per International Standards ISO 17025.
4. The analysers should have capability to generate digital output and communicate directly with the software for 100% data & information on health of the analysers (diagnostics).
5. The data from installed location should seamlessly be transmitted to Maharashtra Pollution

- Control Board.
6. Should have provision to send system alarm to server in case any changes are made in configuration or calibration.
 7. Software should support data export in ISO -7168 format.
 8. The system supplier has to provide remote on-demand access to all the internal registers, configuration file and system diagnostics for protocol integration with the supplied software.
 9. The supplied software should be capable and compatible with the existing central platform of Maharashtra Pollution Control Board.
 10. The system should have provision to connect at least four additional analyzers as and when required.
 11. Should be capable of operating unattended over prolonged period.
 12. System should be UV-Visible double beam spectrometry.
 13. The system should have a multipoint calibration facility.
 14. System should be complied as per latest CPCB Direction.
 15. System should be complied new SOP published by CPCB.
 16. Should produce analytically valid results with precision and repeatability.
 17. The instrument/Analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status.
 18. The Analyzer should have inbuilt features for automatic water matrix change adaption.
 19. The instrument / Analyzer should have onboard library of calibration spectras for different industrial matrices with provision of accumulating further calibration matrices.
 20. Should have data validation facility with features to transmit raw and validated data to MPCB central server.
 21. Should have Remote system access from MPCB central server provisioning log file access.
 22. Should have provision for multi-server data transmission from each station without intermediate PC or plant server.
 23. Should have provision to send system alarm/SMS/WhatsApp/email to MPCB in case any changes made in configuration or calibration.
 24. Should have provision to record all operation information in log file.
 25. For each parameter there should be provision for independent analysis, validation, calibration & data transmission.
 26. Must have provision of a system memory (non-volatile) to record data for at-least one year of continuous operation.
 27. Should have provision of Plant level data viewing and retrieval with selection of Ethernet, wireless, Modbus & USB.
 28. The correlation/interpretation factor for estimating COD and BOD using UV-Visible Absorption Technique shall be regularly authenticated/ validated and details provided.
 29. Record of calibration and validation should be available on real time basis on MPCB central server from each location/parameter.
 30. Record of online diagnostic features including sensor status should be available in database for user friendly maintenance.
 31. Expandable program to calculate parameter load daily, weekly, or monthly basis for future evaluation with flow rate signal input.
 32. Must have low operation and maintenance requirements with low chemical consumption and recurring cost of consumables and spares.

33. System must support visualization of parameters data onboard which is real time and records on real time basis.
34. Sensor should be operational in high Chloride applications.
35. Sensor IP68 rating and specially designed for submerged installations and all sensor cable must be interchangeable.
36. MOC of Sensor should be Titanium grade or better with ultrasonic cleaning/ compressed air cleaning.
37. All the remote stations should be operational in a real time mode and MPCB central station should be able to access any remote station.
38. The remote stations should be field operational and tolerant to extreme environmental conditions in India, in high or low temperatures, high humidity coastal conditions and high temperature.
39. The communication between Remote and MPCB Central Receiving station must be two-way communication system utilizing GPRS.
40. Remote station should have built in GPS receiver for automatic position determination.
41. Multiple Component Analysis with Pattern Recognition & Library of Effluent Matrix Variant.
42. Multiple Component analysis with Multi- Point Calibration for Total COD, BOD, TSS etc.
43. Individual parameter method analysis, Individual Calibration, Individual Validation without any coefficient calculation from one parameter to another.
44. Online data acquisition, monitoring & control system through local & remote terminals, based on GSM/Wi-Fi or any other suitable System, including Supply of Field Instruments for the RTWQMS.

4.3.3 Additional Technical Points

1. System should work on wavelength of 200-720 nm, and all analyses should have independent values.
2. System should have UV Visible dual beam technology.
3. System must have Automatic File Transfer features.
4. PLC Based basic features for process control to comply regulatory guidelines.
5. System must have optimal display readability with Classic-, Day- and Night-Mode.
6. Quality controlled and documented status management of probes and stations must be available to eliminate the need for paper logbooks.
7. Analyzer must provide self-adaptive, self-controlled data validation in real time.
8. It must ensure both sensitive and reliable alarm limits respectively setpoints for process control.
9. Analyzer System must analyse noise, outliers, and other combinations in real time to reliably detect any malfunction at an early stage.
10. Analyzer System must help to dramatically reduce false alarm rates.

4.5 Technical Specifications

Sensors shall meet the following specifications:

Spectrometry Based multi-parameter probe:

1. No consumables will be required for use within the next three years.
2. System should have built-in spectral information for River Water Quality data.
3. No sample preparation required.
4. Sensor shall be submersible in open channels or tanks.
5. No moving parts in contact with Drain/River water.
6. Auto compensation of potential interference by turbidity/solids.
7. All sensors should be IP68, and transmitter/display should be IP65.
8. Auto diagnostic features.

4.5.1 Minimum specification for pH Sensor

S. No.	Parameter	Specification
1	Basic Requirement	<p><u>pH Sensor Specifications:</u></p> <ul style="list-style-type: none"> • Integrated temperature measurement and compensation should be provided in the pH sensor. • The pH sensor should have galvanically separated input. • Calibration history should be stored automatically in the sensor. • Field Sensor calibration • Signal Output – Digital • Sensor Check function/Diagnostics should be available in the pH sensor. • protection type: IP 68
2	Measuring Range	<ul style="list-style-type: none"> • Measuring Range: pH: 0 - 12 (Sensor should be designed for wastewater application) • Measuring: 0 - 45 °C
3	Measuring Principle	ISE - Potentiometric
4	Sensor Cable	15-meter cable (minimum) with arrangement to increase length as per site conditions and all sensor cable must be interchangeable
5	Operating Temperature	Temp Compensation: 0 to + 45 °C
6	Material of Construction of sensor	The model/ make of the pH sensor should be top of the line.
7	Calibration	Calibrate pH meter with Certified (having international traceability) Buffer solutions of pH 4, 7, 9.2 & 10. Perform at-least two-point calibration within the expected range of the pH in the plant. For example, if pH is expected to be 7.8 then perform two points calibration with pH 7 and 9.2.
8	Reagent Free	The pH combination electrodes should require very little

S. No.	Parameter	Specification
		maintenance and there should be no electrolyte replacement.
9	Voltage Protection	Transient Voltage Protection should be integrated in the sensor
10	Accuracy	≤ 0.1 units of pH certified reference standard
11	Resolution	≤ 0.01 units of pH
12	Response Time	≤ 30 seconds
13	Method of Measurement	Potentiometric-Automatic compensation of Temperature
14	Cleaning	Automatic cleaning
15	Operating Humidity	5 to 95% non-condensing
16	Interface connection to display	sys plug (IP 67), RS485
17	Protection Class	IP68 for sensor
18	Pressure Resistance	10 Bar
19	Transmitter Mounting	Pole/wall mounted
20	Display	Large, colour display with user-friendly buttons in all weather conditions
21	Size of display	7 inches and above, touch screen is not mandatory
22	Datalogger	Minimum 5,00,000 data points or better
23	Controller	Should have provision of at least 20 sensors for future upgradation
24	Automatic sensor recognition feature	Required
25	Remote Access	Full remote access feature required
26	Controller to Display distance	Up to 3 km cable length required as per site conditions. The Successful Bidder may propose suitable method based on their assessment either laying cables or use IOT based display board for data transfer.
27	Enclosure Material	Stainless Steel (SS) with epoxy coating for Analyser or similar kind
28	Tag plate	SS Tag plate

4.5.2 Specifications for Biochemical Oxygen Demand (BOD) sensor

S. No.	Parameter	Specification
1	Basic Requirement	<p>Continuous Riverwater Monitoring of BOD, COD, TSS with UV-Vis Full Spectrum dual beam technology.</p> <ul style="list-style-type: none"> • System should work on wavelength of 200-750nm as per the CPCB guidelines and all analyses should have independent values. • System should have spectrophotometric probe made of Titanium. • Multi Parameter probe ideal for monitoring of BOD/ COD/ TSS in Municipal Wastewater. • The Sensor should have optimized function check referencing for

S. No.	Parameter	Specification
		<p>excellent zero point and long-term stability.</p> <ul style="list-style-type: none"> • The Sensor should provide compensation of interferences by evaluation of the whole measured spectrum. • System should be UV-Visible double beam spectrometry. • System should have unlimited multipoint calibration facility as per CPCB SOP published on CPCB website in July 2020. • System should be complied with as per latest CPCB Direction, SOP & Guidelines. • Should produce analytically valid results with precision and repeatability. • The instrument/Analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status. • The Analyzer should have inbuilt features for automatic watermatrix change adaption. • The instrument / Analyzer should have onboard library of calibration spectra for different industrial matrices with provision of accumulating further calibration matrices. • For each parameter there should be provision for independent analysis, validation, independent parameter calibration & data transmission. • Sensor IP68 rating and specially designed for submerged installations and all sensor cable must be interchangeable.
2	Measuring Range	0 - 200 mg/L (with possibility to check higher ranges)
3	Accuracy	<p>+/- 2.0 % in reference solution.</p> <p>+/- 10% of Parameter value with reference to certified laboratory results or as per latest reference of published CPCBSOP/Guidelines, whichever is less.</p>
4	Reagent Free	<ul style="list-style-type: none"> • The Sensor should not use any reagents and should be easy to use and operate without any running costs. • The sensor should completely be reagent free for operation.
5	Measuring Principle	UV-Visible is double Beam Spectrophotometry with multipoint calibration from wavelength 200 – 750 nm, as per the CPCB Guideline, xenon flash lamp, 256 photo diodes, two beam measurement, complete spectrum
6	Measurement	Must be direct In-Situ/Submersible measurement in Outlet or Inlet of wastewater treatment plant
7	Operating Temperature	0°C to + 45 °C;
8	MOC	The MOC must be Titanium grade or better to sustain the sensor in Sewage wastewater application.
9	Light Source	Must emit UV and Vis wavelength of light.
10	Sensor Cable	15-meter cable (minimum) with arrangement to increase length as per site conditions and all sensor cable must be

S. No.	Parameter	Specification
		interchangeable.
11	Inbuilt Cleaning	The sensor must have two mode of automatic cleaning facility with integrated system for cleaning at a predefined interval i.e., ultrasonic, and compressed air. Chemical cleaning is not recommended.
12	Calibration	Multipoint calibration for each spectrophotometric parameter
13	Protection Rating	IP 68
14	Certifications	TUV/MCERT/USEPA
15	Automatic compensation cross sensitivities	Turbidity / solids and temperature
16	Interface connection to display	MIL connector, IP 68, RS485, 12 VDC
17	Operating Humidity	5 to 95% non-condensing
18	Pressure	10 Bar
19	Power	12 VDC Nominal
20	Signal output	Compatible with Data Acquisition System
21	Resolution	≤ 1 mg/L or better
22	Response Time	≤ 60 seconds
23	Protection	Sensor IP-68
24	Enclosure	Stainless Steel with epoxy coating for Analyzer or similar kind
25	Diagnostics features	<ul style="list-style-type: none"> ▪ System diagnostics: power shutdown, sensor failure, data transmission failure. ▪ Parameter diagnostics: Calibration timeframe, calibration drift alert. ▪ High/low parameter permissible thresholds limit diagnostic ▪ Maintenance and calibration schedule diagnostics
26	Calibration frequency	Once in a month
27	Transmitter Mounting	Pole/ wall mounted
28	Display	Large, colour display with user-friendly buttons in all weather conditions
29	Surge Protection	Inbuilt
30	Tag Plate	SS tag plate

4.5.3 Specifications for Chemical Oxygen Demand (COD) sensor

S. No.	Parameter	Specification
1	Basic Requirement	Continuous Riverwater Monitoring of BOD, COD, TSS with UV-Vis Full Spectrum dual beam technology <ul style="list-style-type: none"> • System should work on wavelength of 200-720 nm as per the CPCB guidelines and all analyses should have independent

S. No.	Parameter	Specification
		<p>values.</p> <ul style="list-style-type: none"> • System should have spectrophotometric probe made of Titanium • Multi Parameter probe ideal for monitoring of BOD/COD/TSS in Municipal Wastewater. • The Sensor should have optimized function check referencing for excellent zero point and long-term stability. • The Sensor should provide compensation of interferences by evaluation of the whole measured spectrum. • System should be UV-Visible double beam spectrometry. • System should have unlimited multipoint calibration facility as per CPCB SOP published on CPCB website in July 2020. • Sensors and probes should be validated with known standards such as KHP (potassium hydrogen phthalate) for COD. • System should be complied as per latest CPCB Direction, SOP & Guidelines. • Should produce analytically valid results with precision and repeatability. • The instrument/Analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status. • The Analyzer should have inbuilt features for automatic water matrix change adaption. • The instrument / Analyzer should have onboard library of calibration spectra for different industrial matrices with provision of accumulating further calibration matrices. • For each parameter there should be provision for independent analysis, validation, independent parameter calibration & data transmission. • Sensor IP68 rating and specially designed for submerged installations and all sensor cables must be interchangeable.
2	Measuring Range	0 - 300 mg/L (with possibility to check higher ranges)
3	Accuracy	<p>+/- 2.5% in reference solution. +/- 10% of Parameter value with reference to certified laboratory results or as per latest reference of published CPCB SOP/Guidelines, whichever is less.</p>
4	Reagent & Consumables Free	<ul style="list-style-type: none"> • The Sensor should not use any reagents and should be easy to use and operate without any running costs. • The sensor should completely be reagent free for operation.
5	Resolution	≤ 1 mg/L or better
6	Response Time	≤ 60 seconds
7	Measuring Principle	UV-Visible is double Beam Spectrophotometry with multipoint calibration from wavelength 200 – 750 nm, as per the CPCB Guideline, xenon flash lamp, 256 photo diodes, two beam

S. No.	Parameter	Specification
		measurement, complete spectrum
8	Measurement	Must be direct In-Situ/Submersible measurement in Outlet or Inlet of wastewater treatment plant
9	Operating Temperature	0°C to +45 °C.
10	MOC	The MOC must be Titanium grade or better to sustain the sensor in Sewage wastewater application.
11	Light Source	Must emit UV and Vis wavelength of light.
12	Sensor Cable	15-meter cable (minimum) with arrangement to increase length as per site conditions and all sensor cable must be interchangeable
13	Inbuilt Cleaning	The sensor must have two mode of automatic cleaning facility with integrated system for cleaning at a predefined interval i.e., ultrasonic, and compressed air. Chemical cleaning is not recommended.
14	Calibration	Multipoint calibration for each spectrophotometric parameter
15	Protection Rating	IP 68
16	Certifications	TUV/MCERT/USEPA
17	Automatic compensation cross sensitivities	turbidity / solids
18	Interface connection to display	MIL connector, IP 68, RS485, 12 VDC
19	Operating Humidity	5 to 95% non-condensing
20	Pressure	10 Bar
21	Power	12VDC Nominal
22	Signal Output	Compatible with Data Acquisition system
23	Protection	Sensor IP-68 and Transmitter IP-67
24	Enclosure	Stainless Steel with epoxy coating for Analyzer or similar kind
25	Diagnostics features	<ul style="list-style-type: none"> ▪ System diagnostics: power shutdown, sensor failure, data transmission failure. ▪ Parameter diagnostics: Calibration timeframe, calibration drift alert ▪ High/low parameter permissible thresholds limit diagnostic ▪ Maintenance and calibration schedule diagnostics
26	Calibration frequency	Once in a month
27	Transmitter output	Default: 2 X 4-20 mA Additional optional: MODBUS RS485, HART, PROFIBUS.
28	Transmitter Mounting	Pole/ wall mounted
29	Display	Large, colour display with user-friendly buttons in all weather conditions
30	Surge Protection	Inbuilt

4.5.4 Specifications for Total Suspended Solids (TSS) sensor

S. No.	Parameter	Specification
1	Basic Requirement	<p>Continuous Riverwater Monitoring of BOD, COD, TSS with UV-V is Full Spectrum dual beam technology.</p> <ul style="list-style-type: none"> • System should work on wavelength of 200-750nm as per the CPCB guidelines and all analyses should have independent values. • System should have spectrophotometric probe made of Titanium or better • Multi Parameter probe ideal for monitoring of BOD/COD/TSS in Municipal Wastewater. • The Sensor should have optimized function check referencing for excellent zero point and long-term stability. • The Sensor should provide compensation of interferences by evaluation of the whole measured spectrum. • System should be UV-Visible double beam spectrometry. • System should have unlimited multipoint calibration facility as per CPCB SOP published on CPCB website in July 2020 • System should be complied as per latest CPCB Direction, SOP & Guidelines. • Should produce analytically valid results with precision and repeatability. • The instrument/Analyzer should be robust and rugged, for optimal operation under extreme environmental conditions, while maintaining its calibrated status. • The Analyzer should have inbuilt features for automatic watermatrix change adaption. • The instrument / Analyzer should have onboard library of calibration spectra for different industrial matrices with provision of accumulating further calibration matrices. • For each parameter there should be provision for independent analysis, validation, independent parameter calibration & data transmission. • Sensor IP68 rating specially designed for submerged installations and all sensor cable must be interchangeable
2	Measuring Range	0 - 300 mg/L (with possibility to check higher ranges)
3	Accuracy	With Calibration: <1% of the measured value ± 0.01 FNU/NTU $\pm 10\%$ of Parameter value with reference to certified laboratory results or as per latest reference of published CPCB SOP/Guidelines, whichever is less.
4	Reagent & Consumables Free	<ul style="list-style-type: none"> • The Sensor should not use any reagents and should be easy to use and operate without any running costs. • The sensor should completely be reagent free for operation.
5	Resolution	≤ 1 mg/L or better
6	Response Time	≤ 60 seconds

S. No.	Parameter	Specification
7	Measuring Principle	UV-Visible is double Beam Spectrophotometry with multipoint calibration from wavelength 200 – 720 nm, as per the CPCB Guideline, xenon flash lamp, 256 photo diodes, two beam measurement, complete spectrum
8	Measurement	Must be direct In-Situ/Submersible measurement in Outlet or Inlet of wastewater treatment plant
9	Operating Temperature	0°C to + 45 °C;
10	MOC	The MOC must be Titanium grade or better to sustain the sensor in river application.
11	Light Source	Must emit UV and Vis wavelength of light.
12	Sensor Cable	15-meter cable (minimum) with arrangement to increase length as per site conditions and all sensor cable must be interchangeable
13	Inbuilt Cleaning	The sensor must have two mode of automatic cleaning facility with integrated system for cleaning at a predefined interval i.e., ultrasonic, and compressed air. Chemical cleaning is not recommended.
14	Calibration	Multipoint calibration for each spectrophotometric parameter
15	Protection Rating	Protection type: IP 68
16	Certifications	TUV/MCERT/USEPA
17	Automatic compensation cross sensitivities	turbidity / solids
18	Interface connection to display	RS485, 24VDC
19	Operating Humidity	5 to 95% non-condensing
20	Pressure	10 Bar
21	Power	24 VDC
22	Signal output	Compatible with Data Acquisition System
23	Protection	Sensor IP-68 and Transmitter IP-66
24	Enclosure	Stainless Steel with epoxy coating for Analyzer or similar kind
25	Diagnostics features	<ul style="list-style-type: none"> ▪ System diagnostics: power shutdown, sensor failure, data transmission failure. ▪ Parameter diagnostics: Calibration timeframe, calibration drift alert. ▪ High/low parameter permissible thresholds limit diagnostic. ▪ Maintenance and calibration schedule diagnostics.
26	Calibration frequency	Once in a month
27	Transmitter output	Default: 2 X 4-20 mA Additional optional: MODBUS RS485,HART, PROFIBUS.
28	Transmitter Mounting	Pole/ wall mounted
29	Display	Large, colour display with user-friendly buttons in all weather conditions

S. No.	Parameter	Specification
30	Surge Protection	Inbuilt

4.5.5 Specifications for Nitrate (NO₃-N)

S. No	Parameter	Specification
1	Measurement Principle	Potentiometric
2	Measurement Range	1- 1,000 mg/l
3	Resolution	1 mg/l
4	Calibration	± 5 % of measured value ± 0.2 mg/l or better
5	Reagent Free	The Ammoniacal Nitrogen and Nitrate Nitrogen electrodes should require very little maintenance, and they should not require any add on chemical for continuous measurement.
6	Pressure Resistance	Maximum 0.2 Bar
7	Sensor Cable	15-meter cable with arrangement to increase length as per site conditions and all sensor cable must be interchangeable.

4.5.6 Specifications for Chloride

S. No.	Parameter	Specification
1	Measurement Range	0.1 - 1,000 mg/l
CHEMICAL METHOD		
2	Chloride	Ion Selective Electrode
3	Temperature Measurement and compensation	Integrated NTC thermistor
MEASUREMENT PERFORMANCE		
4	Accuracy	± 5 % of measured value ± 0.2 mg/l in standard solution or better
5	Repeatability	<Max. ±5 % of reading ³ or ±0.030 ppm (whichever is the greater)
6	Resolution	0.001 ppm or 1 ppb
7	Measurement units	mg/l, ppm, ppb, µg/l
8	Calibration	2-point-calibration possible with multiple standard solution
ENVIRONMENTAL DATA		
9	Ambient Operating Temperature	32 °F - 104 °F (0 °C - +45 °C)
10	Ambient Operating Humidity	Up to 95 % RH non-condensing
11	Sample Temperature	1°C to 40 °C (32 °F to 104 °F)

4.5.7 Specifications for Dissolved Oxygen

S. No.	Parameter	Specification
1	Measuring Principle	Fluorescence
2	Resolution	0.01 mg/l O ₂
3	Accuracy (Standard Solution)	O ₂ : +/- 0.02 mg/l or +/- 1 %* (*whichever is

S. No.	Parameter	Specification
		greater)
4	Response Time (T90)	60 sec.
5	Reference Standard	Saturated Sodium Sulphite Solution
6	Integrated Temperature sensor	0 - 50 °C
7	Operating Temperature	0 - 45 °C
8	Operating Pressure	0 - 7 bar
9	Installation / Mounting	Submersed or in a flow cell
10	Ingress Protection Class	IP68
11	Automatic Cleaning	Media: compressed air Permissible pressure: 2 - 4.5 bar
12	Storage Temperature	0 - 45 °C

4.5.8 Specifications for Turbidity

S. No.	Parameter	Specification
1	Measurement Principle	UV/ Scattered light measurement in accordance with EN ISO 7027 (DIN EN 27027 or ISO 7027)
2	Measurement Range	User Selectable 0 - 0.4, 0.4 - 4.00, 4.00 - 40.00, 40.00 - 400.00, 400 - 4000
3	Resolution	1 mg/l
4	Accuracy	< 1 % in the range to 2000 FNU
5	Cleaning	Ultrasonic Cleaning
6	Repeatability limit or repeatability according to DIN ISO 5725 or DIN 1319 respectively	< 0.015 % or min. 0.006 FNU
7	Pressure Resistance	Maximum 10 Bar
8	Sensor Cable	15-meter cable with arrangement to increase length as per site conditions and all sensor cable must be interchangeable.
9	Ingress Protection	IP68

4.5.9 Specifications for Conductivity

S. No.	Parameter	Specification
1	Measuring Principle	4-electrode, direct-contact
2	Resolution	1 µS/cm or 0.01 mS/cm
3	Accuracy (Standard Solution)	±2 % of measured value or better
4	Automatic Compensation Instrument	Temperature
5	Integrated Temperature Sensor	-20 - 90 °C
6	Operating Temperature	0 - 45 °C
7	Operating Pressure	0 - 10 Bar
8	Installation / Mounting	submersed or in a flow cell

S. No.	Parameter	Specification
9	Process Connection	quick connect
10	Flow Velocity	0.01 m/s (min.) to 3 m/s (max.)
11	Automatic Cleaning	Ultrasonic and compressed air
12	Storage Temperature	0 to 45 °C
13	Protection Class (-075)	IP68

4.5.10 Specifications for Ammonia

S. No.	Parameter	Specification
1	Measuring Principle	Potentiometric
2	Range	NH ₄ -N: 1 - 2,000 mg/l / 1 mg/l; 0.1 - 100 mg/l / 0,1 mg/l
3	Resolution	0.1 mg/l
4	Accuracy (Standard Solution)	± 5 % of measured value ± 0.2 mg/l in standard solutions
5	Response Time (T90)	0 - 60 sec.
6	Operating Temperature	0 - 40°C
7	Operating Pressure	0 - 1 Bar
8	Installation / Mounting	submersed or in a flow cell
9	Flow Velocity	0.01 m/s (min.), 3 m/s (max.)
10	Automatic Cleaning	Ultrasonic and compressed air
11	Storage Temperature (Electrode)	2 - 45 °C
12	Storage Temperature (Sensor)	2 - 45 °C
13	Protection Class	IP68

4.5.11 Specifications for Smart Controller and Data logger

S. No.	Parameter	Specification
1	Basic Requirement	<p>Controller should have the latest features of highly advanced Multi Parameter Controller having capability of handling at least 20 Sensors in a single controller configuration for the parameters viz. <i>pH, BOD, COD, TSS, Chloride, Dissolved Oxygen, Ammoniacal Nitrogen, Turbidity</i> and must be expandable for more parameters & sensors as and when required.</p> <ul style="list-style-type: none"> • With Sensor ID recognition

S. No.	Parameter	Specification
		<ul style="list-style-type: none"> • High EMC interference immunity • Control unit should be rugged with keypad • Integrated lightning protection • With integrated back up controller function • The system should start automatically after the power is reset to the system (in case of power failure). • The system should have Servicemode for cleaning/ calibration / maintenance activities. • High-end IoT (Internet of Things) terminal preferably based on an industrial PC, minimum IP65 grade. • Sensor and station management of up to 20 parameters: automatic cleaning, data logging, sample & calibration incl. history and multipoint calibration, sensor function check, user management, easy data transfer via USB-stick etc. • The Controller should preferably be able to power all the sensors and terminals or accessories attached to it without having to need any additional power sources in the system for increased protection against lightening and possible electromagnetic interference. The controller shall be low power operation and operable in 220VAC / DC (to be generated within the controller itself). • IoT (Internet of Things) and M2M (Machine to Machine) connectivity: Minimum 1 Gb/s Ethernet, 300 Mb/s Wi-Fi 802.11a/b/g/n and optional worldwide HSPA+ 3G interface, remote control (http), data transfer into cloud via FTP, SSH and TML. • Process interface to SCADA via: Modbus RTU/TCP, SDI-12, Profibus DP, analog 0/4-20mA and relay outputs. • Integration of third-party sensors via analog 0/4-20 mA and digital (solid state) inputs, Modbus RTU/TCP. • Easily extendable: 8 slots to customize I/Os, additional software features like online data validation and event detection optional.
2	Display	<ul style="list-style-type: none"> • Large, colour display with user-friendly buttons in all weather conditions • Feature enhancements by addition of specific modules.
3	Power Supply	<ul style="list-style-type: none"> • 10-36VDC or 100-240VAC Power Supply. ▪ The controller should be low power consuming with consumption of less than 5W.
4	Number of sensors to be connected	<ul style="list-style-type: none"> • Minimum 20 Sensors to be connected
5	Output Communication	<ul style="list-style-type: none"> • Galvanically Separated current outputs (0/4-20 mA) that can be assigned arbitrarily. • USB-interface for data transfer, upgrading firmware etc. • It should be possible to download the data via the USB interface and

S. No.	Parameter	Specification
		extremely fast data exchange to USB memory stick.
6	Data Logger	<ul style="list-style-type: none"> • 50000 data points or Internal integrated Data logger with minimum data memory for 5 years parameters recording & logs data recoding (when 8 parameters, logged every 15 minutes) • The controller should store the sensor configurations and calibrations and shall preferably depict the details when remotely accessed. • The controller should have Log file to record the diagnostics. • Data logger must have provision of a system memory (Non-volatile) to record data. • Lifetime Free firmware update.
7	Accessibility	<ul style="list-style-type: none"> • The system should be fully programmable with multiple levels of access control with help of Electronic-Key for data security and protection against non-authorized access to avoid any tampering or changes to the system configuration by unauthorized access.
8	Status LED	<ul style="list-style-type: none"> • The system should have a status LED on Data logger terminal that gives reliable and fast information regarding function and status of system. And the Controller must show a LED for diagnostic purposes on the front. These LED should show diagnostic alert about normal and malfunctions of the system at a glance.
9	Operating Temperature	0°C to + 45 °C Storage temperature: 0 °C to +50 °C
10	Housing Material	ASA (Acrylonitrile-Styrene-Acrylic ester polymer)
11	Protection Rating	IP 66 or better
12	Essential features for the System	<ul style="list-style-type: none"> • System must have Automatic File Transfer features. • Automatic Sampling for laboratory measurement Feature Onboard • PLC Based basic features for process control to comply regulatory guidelines. • System must have display unit Large, colour display with user-friendly buttons in all weather conditions. • Remote system must be protected by a user-configurable firewall.

4.5.12 Specifications for Display Board

S. No.	Parameter	Specification
1	Maximum Visibility Range	20 Meters
2	Nos of LED Text Lines	4
3	Display of Colour Element	Colour RGB,
4	Operating Temperature	Up-to 50 Deg C
5	Character Size	100mm

S. No.	Parameter	Specification
6	Humidity Range	0-99 %
7	Language	English
8	Colour Gradient	LED based
9	Display Mounting	Weatherproof Casing
10	Computer System	Software Compatible with Server
11	LED Matrix Per Line	64 x 128
12	Nos of character in each Line	16
13	Pitch	10mm
14	Communication	RS 485 / Analog
15	Power Supply	110V / 230VAC
16	Type of Board	Alphanumeric
17	Protection Class	IP 67
18	No. of Display Boards	One (01) at each station
19	Size of the display	To be proposed by the Successful Bidder

4.5.13 DATALOGGER

1. The Datalogger should be microprocessor based. There should be a facility to configure the Datalogger as per the requirement in the field using smartphone.
2. The design of the Datalogger should be modular and the replacement of the modules should be easy and user friendly.
3. The Datalogger should have least tuning parts (preferably none) and should provide consistent performance.
4. The Datalogger should be enclosed in a NEMA-IV enclosure/ IP 68.
5. All the connections from or to the Datalogger should be inside the NEMA-IV enclosure/ IP 68.
6. The DCP and sensors will be mounted on a 10-meter triangular tower, which should cater for fitment of assemblies for sensors, DCP, and other accessories. The tower will have multi sections. The tower should be light as well as robust enough to withstand the weight of at least two persons (200 Kgs). This tower with complete accessories will be part of the supplies.
7. The complete technical manual, user manual and specially developed software's (if any) source code should be provided.
8. It should be possible to integrate the sensors of any other make with Analog/ Frequency/ Counter/ SDI-12/RS485/RS 232 port of data logger. The company will help the users to configure the datalogger as per the requirement.

Technical Specifications

1. Must have built-in measurement circuitry to handle sensors commonly used.
2. Datalogger must have SDI-12 support functions.
3. Datalogger must have real-time data views and diagnostic logs.
4. Must have Python scripting functionality for complex equations, meta data calculations and data formatting.
5. Simple and intuitive software to configure the datalogger.
6. Must have single and dual point calibration methods.
7. Must have programmable measurement interval of 1.0 seconds to 24 hours.
8. Must have at least 32 number of measurements supported.
9. Datalogger must have 2 digital inputs for Wind sensor and rain gauge and 1 digital output.

10. The database must have an internal real-time clock with battery backup. (accuracy ± 26 sec/month (typical)).
11. Must have a wide operating temperature (-40 to +70°C).
12. Datalogger should have Wi-Fi for configuration and data visualization using mobile handset.
13. Must have low-power circuitry for long-life battery operation.
14. Must have RS485, RS232, USB for interface.
15. Option of Plug and play modem cards allow for easy installation/upgrade of cellular/telecom technologies and reduced modem setup time with automatic modem recognition.
16. Must have Plug-in USB flash drive (Type A Host) for data download.
17. Must have Support for internet protocols HTTP, TCP/IP, FTP and SMS.
18. Removable Terminal Strip for powering up/down the datalogger.
19. Small datalogger footprint of dimension 11.4 x 15.8 x 4.1cm to reduce enclosure costs.

S. No.	Item description	Specification
1	Measurement Interval	1.0 second to 24 hours (programmable)
2	Measurements Supported	32
3	Analog Inputs	5 numbers (2 Single ended, 2 Differential and 1 4-20mA)
4	Digital Inputs	2
5	Digital Outputs	1
6	Additional Inputs	SDI-12 for connecting multiple sensors in a single port.
7	Excitation Channels	2 (+12V and switched +12V)
8	Communication Ports	USB Device, USB Host, RS232, RS485 and Wi-Fi
9	Operating Temperature	-40°C to +70°C
10	Memory	Flash Memory to store 10 Lakh Data Points, Expandable to 32GB
11	Power Requirements	9-20VDC
12	Current Drain	<1mA standby, <50mA active
13	Programming	Free Graphical User Interface Software to configure the datalogger and manual download of stored data.

4.5.14 Specifications for a cabin shelter

S. No.	Item description	Specification
1	Size	10' x 10' x 8 ½'
2	Bottom Frame	100mm x 50mm "C" channel
3	Top Frame	50mm x 50mm MS Sq. Pipe
4	Stiffener Bottom	Bottom I beam 100 x 50, Rect MS Pipes 80mm x 40mm, Sq. MS Pipes 50mm x 50mm MS Sq. Pipe.
5	Stiffener Top	40 x 20 M.S. Sq. Pipe
6	Internal Wall panelling	GI Sheet 0.8 mm powder coated with Ribs
7	Side Post	50mm x 50mm MS Sq. Pipe
8	Side Wall Stiffeners	Specially formed 1.2 mm C.R.C. Post Section -18swg.
9	Panelling Outside	Corrugated GI sheet -1.1mm thick
10	Roof outside	CRC Sheet -1.2mm thick Properly Sloped and watertight
11	False Ceiling	GI Sheet 0.8 mm powder coated with Ribs

S. No.	Item description	Specification
12	Bottom Flooring	18mm Cement Bison Board with Vinyl Carpet of 1.0mm
13	Insulation	Glass Wool density of 32kg/m ³ RB glass Wool Insulation Side Wall and ceiling-50mm
14	Aluminium Windows	Size 3ftX3ft, Double Shutter Sliding Aluminium Powder Coated Windows Tinted Gray 4mm. Glass - Make Saint Gobin /ASIS With Safety Grills. Rainwater protection guard
15	Door	Made out of GI Formed sheet with inside as Bakelite sheet/ ACP 4 mm thick, locking arrangement, hold draft, Handles etc. Rainwater protection guard.
16	Wiring	All wiring shall be concealed type & shall be Of PVC insulated copper wire (Polycab or similar make).
17	Electrical Fittings	CFL – Philips 01 No. 01 no cabin Fan Ceiling
18	Switch sockets	VIZA/Anchor/Roma.
19	Plug points	6A –VIZA/Anchor/Roma – 01 No

4.6 Quality Assurance and Control through Sensor Calibration

The Service Provider is required to perform regular calibration and adjustment of instruments using traceable standards as available.

4.6.1 Calibration Frequency

1. All instruments shall be calibrated at frequencies no longer than once every three months. If the instruments are not calibrated within the next quarter since the previous calibration, then any data delivered will not be taken up for validation and hence the same shall not qualify for payment. However, after the calibration is done and the same is witness by the Data Qualification Consultant, data will then be considered for validation/payment.
2. To enable Data Qualification Consultant to be present for witnessing the calibration of instruments, the Service Provider shall submit quarterly schedule and method of calibration to the MPCB in advance. The schedule for calibration will be approved by MPCB and the Data Qualification Consultant will present himself for witnessing the calibration on the date, time and locations specified in the schedule. The Bidder shall share this schedule with MPCB on regular and instantaneous basis.
3. Parameter validation- Each parameter is to be validated with reference to standard laboratory analysis and known standards. The sample shall be collected and sent to one or more NABL accredited lab for analysis during and the process is repeated considering the prevailing meteorological conditions and seasonal variation which must fulfil the following criteria within Six (06) months of the commencement of the operation and half yearly thereon.

Parameter Accuracy: Allowed Variability

The relative difference between online and laboratory measurements has to be between the parameters mentioned below:

S. No.	Item description	Specification
1	COD Accuracy	± 15%
2	BOD Accuracy	±15%

3	pH Accuracy	±0.2 pH
4	TSS Accuracy	+/- 15 %

4.6.2 Data Acquisition Systems

S. No.	Item description	Specification
1	Display	Digital Colour LCD /LED
2	Keyboard	Software Keyboard or External USB Keyboard
3	Sensor Inputs	RS 485, SDI-12 and RS232
4	Programming	Ethernet, USB
5	Local Data Retrieval	Allow local data retrieval (download) without use of a PC or other external device other than the portable storage media.
6	System Data Storage	Non-Volatile memory, Storage up to One (01) year for all the parameters with measurement interval of 15 minutes
7	Telemetry	Integrated GPRS/3G/4G /5G modem or any appropriate system compatible with Indian Telecommunication System
8	User Interface Software	Shall display Data in Graphical and tabular format for all parameters and spectral absorption curve
9	Data Transfer	TCP/IP, HTTP or FTP
10	Network Connection	Ethernet RJ45 Connector, Wi-Fi or Via Modem
11	Operating temperature	0 to 50°C
12	Operating Humidity	5 to 95 % non-condensing
13	Power Input	220 VAC / 12 VDC
14	Tampering Alert	System shall send alarms based on missing data, power supply malfunction, and door alarms.
15	SCADA Interface	4-20 mA outputs for all parameters for future integration with SCADA
16	Onsite Data Validation & Contamination alarm Software	System should contain data validation software installed for basic QA/QC of data and send contamination alert notifications to central receiving station.

4.6.3 Power backup and Storage Facility

Sealed Maintenance Free Battery Systems

The stations shall be provided with maintenance free batteries of sufficient numbers to operate the station for 36 hours without external charge. In the event of lack of charge during the daylight hours the data collection system shall report a fault (alarm) to the Central Data Collection System. The Successful Bidder shall provide the calculations of load and battery capacity to justify the number of batteries and the number of hours of continuous operation.

Photo-Voltaic, Solar Regulator/ Battery Charging System

The system will be provided with an external charging system. It is anticipated that there will not be external commercial power available, so the use of a solar array (or other system) will need to be considered to charge the battery system and thus powering the station. The solar charging system shall be designed to provide charge to the system on a continuous basis, regardless of cloud cover and season. The Successful Bidder shall provide the calculations to justify the size of the charging system (i.e., number of solar panels or other devices).

4.6.4 Enclosures

The enclosure at each RTWQMS shall accommodate data logger sensor cards, battery and regulator, transmitter unit, over voltage protection device etc. the enclosure shall provide protection from dust, humidity, precipitations, sunlight and environmental pollution. The material for the enclosure shall be suitable of protection IP 68 (NEMA 4) or better with safety lock of good quality. The enclosure shall be customized for cable entry openings or mounting bracelets for tripods or towers.

Fixed station shall require an enclosure of the Successful Bidders choosing that will protect the equipment as well as provide both lateral and vertical movement of the sensor package. The enclosure will need to account for the instrument package as well as the charging system. Since the repair/replacement of the equipment is the responsibility of the Successful Bidder, the Successful Bidder will need to provide an appropriate solution for a building/enclosure.

4.6.5 Specification of Software

S. No.	Item description	Specification
1	Weatherproof Enclosure	It will be up to the Bidder to provide a well thought out design that can provide station manoeuvrability and flexibility as even bridge mount stations may need to be moved on an annual basis because of the changing river course during low flow period.
2	Micro-siting	Bidder will work with the client to determine the most suitable site. By no means will the client be responsible for the placement of the equipment. The client will gain the necessary permission to use the property or land needed for the station.
3	Accessories	All components needed for the station shall be included in the Successful Bidders offer.
4	Security	The Bidder shall be responsible for replacing any equipment or infrastructure lost due to theft or vandalism, so it is important that the Bidder have a well thought out plan to prevent equipment loss. In some instances, the Bidder may enlist the local security. Enclosure shall have a safety lock of good quality.

A. For Receiving Station (Central Receiving Station)

1. The Successful Bidder will provide software to communicate between the Central Receiving Station and the remote station. The communication interface should be an easy-to-use GUI.
2. The Successful Bidder will provide a database management system for storage of both raw and validated data and both data sets will be accessible through the intranet/internet, through the web server. The database will be Postgrad SQL, SQL Server, or similar.
3. The Bidder will provide time series analysis software for the quality control of posted water quality measurements. The software shall write the corrected values to the database. The data base shall keep the original data as well as the corrected data. Both data sets shall be accessible through the Web Server.

B. Software Management

4. Software capable for requesting, downloading, editing, processing and representation and management of data.
5. The software integrates the entire data request commands made to the stations in real time data or data saved in the memory.
6. Software allows the user to change and/or modify the configuration of the stations, enables to perform tasks such as date and time synchronization with the computer and adds new measuring channels specifying the different sampling and storage periods, as well as the statistical calculations to be stored.

(a) Window for enquiry and configuration of monitoring station

1. Name, number and abbreviation of the station
2. Location, Latitude, Longitude coordinates
3. Connection type and telephone, if any.
4. Configuration of channels, parameter and calculations
5. Photography which represents the actual station (“Associate image”)

(b) Hands on Operations

The following station parameters must be configurable for each station.

1. Station co-ordinates
2. Allow the Setting of Date/Time of the station.
3. Real time data request from each channel.
4. Downloading of data stored in the station.
5. Downloading the station’s configuration of PC
6. Downloading of PC’s configuration to the stations
7. Updating the station’s Firmware

(c) Data Analysis

1. Data enquiry over several days
2. Comparison of readings between stations
3. Daily statistics enquiry
4. Strip charts of the daily statistics.
5. Comparison between the daily statistics of various stations

6. Comparison between parameters from the same station or from different stations

(d) Visualization of Data

1. Enquiry of data in table form
2. Enquiry of data in graph form
3. Enquiry of data in map form
4. Enquiry of picture of remote data station
5. Enquiry of Maintenance activities selectable by station and period of time
6. Temporary graphs composition window

(e) Additional Features

1. Printing of various reports and graphs like inter parameter comparison, Intra parameter comparison, comparison of data from other stations, etc.
2. Zoom in and zoom out facility with automatic graph scale Resizing Registers all the events like Information messages, error messages.
3. Information of the communications resources used by the PC at that moment.
4. Exportation of readings to text files (.txt) in CSV format and MS-EXCEL.

C. WEB PLATFORM

1. The Web Software Platform must be able for web posting of the data available on the central server at MPCB Headquarters Sion, in such a way that all authorized persons with an internet connection (ADSL) would have the possibility to access to the information of the river water quality monitoring terminal. The user can customize the way to display up to ten parameters. The user can play the role as administrator and define other user's access rights. Considering data transmission from the remote terminals to the Central Server is carried out via GPRS /GSM cellular network, data can be updated, for example, every 5 minutes or 10 minutes, or 15 minutes, as per requirement of MPCB. The Web Enabled Software must have following features:
2. Only authorized users can access the web enabled data.
3. The format for administrator for issue of user id and password should be provided.
4. Log of user accessing the web enabled data with complete detail of data accessed and downloaded should be maintained.
5. The authorized user should have access to current data and historical data.
6. User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
7. In graphical representation should have full attributes, which should be displayed by positioning cursor on the map.
8. The monitoring station by clicking on the map must show the geographical information and status of the station, for example Name of station, Station ID, Latitude, Longitude, Height (msl) etc.
9. On selecting monitoring station, the complete menu of the data should be displayed.
10. Data can be selected both in Tabular and graphical format.
11. The graphical display for all parameters should be available.
12. The graphical plot of water quality data analysis is available for the user.

13. Links to perform data downloads for any period of record, by station, sensor, or group of sensors.

4.6.6 Specification of CLOUD

Hardware Requirements (Application and Web Server)

1. Intel Xeon Processor – 2 Core or above
2. 64 Bit System
3. 32 GB RAM. In case Camera is to be setup the RAM has to be 2X.
4. 200 GB Hard Disk
5. Firewall Enabled with Access to Port 80 / 443 (for HTTPS) & 3389 (For Remote Desktop)
6. RAID Level 1 to be implemented.
7. UPS Power Backup for Servers

Software Requirements

Application Server

1. Windows 2012 Server or above
2. SQL Server 2012 Standard Edition or above or Postgre SQL Server
3. .NET Framework 4.6.1 or above
4. Internet Information Services

Web Server

1. Windows 2012 Server or above
2. Internet Information Services
3. .NET Framework 4.6.1 or above

Following is the detailed list of activities / services to be undertaken / provided by the successful bidder:

1. Supply of RTWQMS at designated Locations

- Packaging:** The equipment should be delivered within the given timeframe at specified offices in new and perfect condition and no damage or repair in transit shall be accepted. Necessary packing, if any, shall be provided by the supplier/Bidder at his own cost.
- Conformity to Specifications:** The product supplied should fully conform to the purchase specification as quoted in the Bid. Such conformity of the material to the specifications shall be determined by testing the product/material as specified in the RFP Document and the response given in the Bid. The Factory Test Report before the dispatch of the equipment to the site will be the document for the record and conformity test. The Successful Bidder shall be solely responsible for the quality of the material delivered until the same is tested and accepted by the Board.

In the event the material delivered is found to be not in accordance with the specifications or desired performance, the entire quantity/consignment will be rejected, and the Bidder will be responsible for replacement of the rejected material free of cost and / or reimbursing the MPCB for resultant losses sustained on this account.

- Insurance:** The Successful Bidder at their own cost will insure the RTWQMS for the period of Contract along with its accessories and attachments against all threats and name Maharashtra Pollution Control Board as the beneficiary. In case of any claims, the Successful Bidder will help

the Board by providing all the necessary information to complete the process for speedy claim settlement.

- iv. **Costs associated:** All costs towards delivering of the equipment at each of the sites would be to the Successful Bidder's account and hence the Bidders are required to quote the prices inclusive all such cost heads. Such cost heads can be but not limited to transport, weather-proof packing, transit insurance, Insurance, Registration, local levies, etc.

2. **Commissioning of Equipment at site and Demonstration to MPCB / Nodal Officer**

The Successful Bidder will assemble each of the components of RTWQMS at respective locations in presence of the Nodal Officer/s. All the necessary attachments and accessories also will be attached to the RTWQMS. Upon successful demonstration of the RTWQMS, MPCB will issue the Certificate of Operation (CoOP) to the Successful Bidder. The date of issue of CoOP will be considered as the date of start of the warranty period for One (01) year and the last date of that will be considered as the start date of the Two (02) year comprehensive AMC period for the Successful Bidder.

3. **Comprehensive Annual Maintenance Contract (CAMC)**

Post completion of One (01) Year of warranty services, the Successful Bidder shall offer Comprehensive Annual Maintenance Contract (CAMC) services for Two (02) Years.

After the completion of Two (02) Years' of CAMC, the Successful Bidder shall discuss and finalize mutually any extension of additional CAMC services with MPCB for extended period on an annual basis. Based on performance evaluation, MPCB may extend the services annually for the desired period.

The Comprehensive Annual Maintenance Contract (CAMC) component of this contract is of a very critical nature which must be carried out periodically. Comprehensive AMC will cover the following:

1. Regular schedule preventive maintenance of the supplied laboratory instruments
2. Repair / replacement of spares / accessories at no cost to MPCB.
3. Delivery of CAMC services within agreed time.
4. On job training to staff appointed by MPCB as per requirement.

The Successful Bidder shall ensure delivery of the highest quality of work which will ensure:

- a) Availability of the laboratory instruments' spares / accessories from the same OEM
- b) Reduced down-time due to repairs
- c) Reduced expenditure on Break-down and repair maintenance

Deployment of SPOC: Selected Bidder shall appoint senior staff as Single Point of Contact (SPOC) during the contract period for this project who will be responsible for all kinds of coordination and communication with MPCB.

Comprehensive Maintenance Schedule: The Successful Bidder shall prepare a comprehensive AMC schedule for the laboratory instruments detailing the Preventive Maintenance Schedule by

discussing with MPCB a) Weekly, b) Fortnightly or c) Monthly, which shall be strictly complied during the contract period.

Maintenance tools: The Successful Bidder shall deploy trained and skilled technicians/experts on site to conduct all maintenance activities. All necessary tools to conduct routine maintenance activities at site will be provisioned for, at respective site defined in RFP.

Preventive maintenance: The Successful Bidder shall carry out preventive maintenance on a quarterly/half Yearly/Yearly, basis discussion with MPCB.

Spares and Accessories:

- a. All spares, accessories, required for smooth operation of the instruments shall be supplied by the Successful Bidder under CAMC.
- b. All the spare parts supplied shall be original and from the same OEM.
- c. The work includes replacement of normal routine items and any other spare parts and items which are required to be changed under normal usage/ consumption.
- d. The replacement of such parts shall be carried out by the Successful Bidder under the proper supervision and as per the recommendations of the manufacturers.
- e. Adequate essential parts / spares shall be maintained in stock to render satisfactory services without any interruption, throughout the project period.
- f. In case any spare part is end of sale / end of support, the Successful bidder at its own cost shall replace the part with equivalent or better specs and compatible with the delivered instruments.
- g. The Successful Bidder shall provide replacement/ warranty on all parts/ spares.

Maintenance and Attendance Logs: The Successful Bidder shall keep a record of Maintenance logs. All such records should be made available for inspection whenever called for.

Safety and Security: It is the responsibility of the Successful Bidder to ensure adherence to Safety Norms in all aspects of the works while carrying repairs/maintenance activities. Any damage, repair, liability, loss of reputation, both to men and material shall be entirely responsibility of the Successful Bidder. MPCB will not be responsible for any human accident or hazard if occurred to the person of the Successful Bidder while carrying out the work and will indemnify MPCB against any such untoward incidences / accidents.

Reporting: The Successful Bidder shall submit the computerized summary of the details of CAMC every month to the Nodal Officer. Other review and reporting parameters and frequency will be mutually decided between MPCB and the Successful Bidder and shall be adhered to by the Successful Bidder.

All Inclusive CAMC: The Bidders should carefully read the CAMC scope mentioned above and quote a price inclusive of all such and other incidental costs as may be envisaged. No extra charges, other than those quoted for CAMC, will be paid to the Successful Bidder.

Warranty and On-site Support: The warranty shall be provided on a comprehensive basis onsite, except for consumables. In case of any faults or breakdown, these parts shall be replaced free of cost by the Successful Bidder.

Breakdown Maintenance: In case of major breakdown, the instrument shall be taken by the Successful Bidder to its Authorized Service Centre / workshop. Alternate instrument / equipment of similar specification shall be provided till the time the primary instrument is under repair. All costs related to shifting the equipment to the workshop will be undertaken by Successful Bidder. Successful Bidder shall promptly attend all breakdown calls and resolve them expeditiously. If the Successful Bidder fails to meet the uptime requirement, the MPCB shall levy penalties as per provisions in this RFP. MPCB shall give Notice to the Successful Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. MPCB shall afford a reasonable opportunity for the Successful Bidder to inspect such defects. Certificate from MPCB by the Successful Bidder after each preventive maintenance of respective site. Upon receipt of such Notice, the Successful Bidder shall, within the decided period, expeditiously repair or replace the defective Goods or parts thereof, at no cost to MPCB. If having been notified, the Successful Bidder fails to remedy the defect within the specified period; MPCB may proceed to take within a reasonable period such remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights which MPCB may have against the Successful Bidder under the Contract.

4.7 Locations for installations

1. The detailed locations with the address along each river stretch is provided in **Annexure 21** Locations for Installations
2. In the first phase of the project, 10 RTWQMS will be installed in the locations of Priority I, II and III rivers.
3. The exact locations of the 10 stations are to be decided within 15-20 days after award of the contract, by the Successful Bidder in consultation with MPCB officials after site visits.

Priority wise list of Rivers on data of (Jan 2023-Dec 2023)		
Priority I BOD above 30mg/l (3 Nos.)	Priority II BOD 20-30 mg/l (2 Nos.)	Priority III BOD 10-20 mg/l (5 Nos.)
Mithi	Bhima,	Godavari, Indrayani
Pawana	Mula,	Kundalika, Ulhas, Panchaganga
Mutha		

4.8 Quantity Tolerance in the Scope of Work

MPCB reserves the right to place orders for an additional quantity up to 30% of the contracted quantity at the same rate and terms during the contract period.

4.9 MPCB Responsibilities

As the Project Sponsor, Maharashtra Pollution Control Board will have following responsibilities towards the project.

1. Identification of the location for installation of the analysers and other necessary equipment.
2. Permission from concerned authorities for access / installation of the analysers and necessary hardware.
3. Permission from concerned authorities to erect any structure required for housing the analysers and its accessories at the respective locations.
4. Appointing Nodal Officer/s for coordinating all the activities with the Successful Bidder and / or external agencies, as the case may be.
5. Acceptance of the equipment/ machine delivered and issue of CoOP after first demonstration.
6. Conducting regular reviews with the Successful Bidder.

4.10 Delivery Schedule:

Broad phases of Project along with their respective timelines are mentioned herewith. The successful Bidders have to comply with these timelines. Failure to adhere to the timelines will

S. No.	Activities	Project Timelines
1	Supply of 10 RTWQMS with minimum specifications as per RFP	Within Three (03) months from the date of signing of Agreement
2	Successful demonstration of respective machines to MPCB / Designated Local Office. Receive Certificate of Operation (CoOP) from MPCB	Within Fifteen (15) days from the date of supply at respective sites as intimated by MPCB.
3	Installation of the analysers and building the station at respective identified locations	Within Three (03) months after site clearance is sanctioned / provided with required site permission from the.
4	One (01) Year onsite warranty services for the 10 RTWQMS post Certificate of Operation (CoOP) including Operation and Maintenance	1 st Year of onsite Warranty Services post receipt of Certificate of Operation (CoOP).
5	Two (02) Years of Comprehensive AMC (CAMC) including Operation and Maintenance support for the delivered system	2 nd and 3 rd Years post completion of One (01) Year's Warranty and Operation and Maintenance support services.

Note: The above timeframe must be adhered so that MPCB can plan their supporting / associated activities of the project.

1. *The bidder should have experience of supply, installation and commissioning of Real-Time Water Quality Monitoring Stations for at least 8 parameters i.e. pH, BOD, COD, TSS, Chloride, Dissolved Oxygen, Ammoniacal Nitrogen, Turbidity as per requirement specified in this RFP.*
2. *The bidder must provide Country of Origin certificate at the time of supply.*
3. *The offered instrument shall have proven track record of river monitoring In India/ globally.*

4.11 Warranty

The RTWQMS shall be under warranty for one year from the date of CoOP given by MPCB. The details of terms and conditions and scope of work during CAMC are specified separately, However, the Bidder shall warrant to the Board that the Equipment to be supplied under the Contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. This warranty includes all spare parts and services to keep the instruments and equipment in operating condition.

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.

SECTION 5: PAYMENT TERMS

5.1 Payment Terms

The following payment terms shall be offered to the Successful Bidder upon completing the necessary formalities and completion of deliverables as mentioned under Scope of Work:

- i. No advance (for supply, delivery, installation, testing, commissioning and training of the RTWQMS) payment shall be made by MPCB at the time of signing of Contract with the Successful Bidder.
- ii. The payment of scope items shall be released by MPCB as mentioned below:

S. No.	Deliverable Milestones	Unit of Measurement	Delivery Timelines	Payment Terms and Conditions
1.	Supply of 10 RTWQMS with minimum specifications as per RFP with One (01) Year warranty	10 Number	Three (03) months from the date of signing of Agreement.	90% of the quoted item cost of the instruments after delivery onsite along with delivery challan(s), all the user manuals
	Installation, testing commissioning and training of the supplied 10 RTWQMS with minimum specifications as per RFP	10 Number	Fifteen (15) days from the date of supply of RTWQMS with minimum specifications as per RFP at designated location mentioned in this RFP or as intimated by MPCB.	Balance 10% of the quoted item cost of the instruments after submission of CoOP
	Standard 1 st Year of onsite Warranty Services including O&M	Year	1 st Year after receipt of CoOP	No separate payment. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
2.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 2 nd Year for the supplied 10 RTWQMS including O&M	Year	2 nd Year after completion of 1 st Year of onsite Warranty Services including O&M	50% advance of the quoted cost of 2 nd Year's CAMC including O&M for the 1 st half of the year. The remaining 50% advance of the quoted cost of 2 nd Year's CAMC

S. No.	Deliverable Milestones	Unit of Measurement	Delivery Timelines	Payment Terms and Conditions
				including O&M for the 2 nd half of the year. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.
3.	Onsite Comprehensive Annual Maintenance Contract (CAMC) services for 3 rd Year for the supplied 10 RTWQMS including O&M.	Year	3 rd Year after completion of 2 nd Year of onsite CAMC Services including O&M	50% advance of the quoted cost of 3 rd Year's CAMC including O&M for the 1 st half of the year. The remaining 50% advance of the quoted cost of 3 rd Year's CAMC including O&M for the 2 nd half of the year. The Successful Bidder should submit Preventive maintenance Reports, Service Records, Logbook etc. duly verified by the Nodal Officer of respective location after deduction of applicable penalties, if any.

- ii. The payment against all deliverables will be released by MPCB from Head office, Mumbai for the items mentioned within the scope of this RFP after submission of all necessary reports, acceptance and documents approved and signed by concerned authority.
- iii. All the payments at each stage will be made after deducting penalties with applicable GST for the stage, if applicable. The penalties applicable at various stages are mentioned in this document.
- iv. All payments will be made vide a crossed cheque payable in Mumbai / online through NEFT/RTGS, within Thirty (30) of submission of invoice, after deducting applicable TDS, if any.
- v. Certificate must be provided by the successful bidder from MPCB after each preventive maintenance period of respective site and the same should be attached as part of invoice to MPCB as per payment schedule.

- vi. Invoices to be submitted as per payment terms along with the following supporting documents:
- 1. Payment for supply, delivery, installation, testing, commissioning and training**
 - a. Consolidated invoices for 10 RTWQMS duly verified by MPCB.
 - b. CoOP for each of the stations duly signed by the Nodal officer to release the payment for each station.
 - c. Specification documents of the instruments and user manual
 - d. Document of country of origin
 - e. Any other support documents as requested by MPCB from time to time.
 - 2. Payment for CAMC of all 10 RTWQMS**
 - a. Logbook/ Service Reports on the Preventive maintenance of each of the station undertaken.
 - b. Monthly Service reports related to Breakdown and preventive maintenance undertaken during CAMC period.
 - c. Any other support documents as requested by MPCB from time to time.

5.2 Other Terms and Conditions

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

SECTION 6: KPI and Penalty

6.1 Penalties / KPIs

- The date of delivery of the instruments/ equipment stipulated in the acceptance of the Purchase Order shall be the essence of the contract and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Successful Bidder, or the cause of the delay is not in control of the Successful Bidder.

S. No.	Penalty Type	Penalty Description	Validation frequency	Penalty Amount
1.	Delivery of the laboratory instruments	Delay in delivery of the laboratory instruments (beyond permissible timelines as mentioned in the delivery schedule).	One time at the time of delivery	₹ 5,000/- (Five thousand only) per day of delay for each of the RTWQMS.
2.	Installation, testing and Commissioning of the RTWQMS on-site	Delay in installation, testing and commissioning and obtaining CoOP signed (beyond permissible timelines as mentioned in the delivery schedule).	One time at the time of installation, testing and commissioning	₹ 5,000/- (Five thousand only) per day of delay for each of the RTWQMS.
3.	Breakdown Response (Response time to breakdown repair after Incident notification) during warranty/ CAMC period.	Repair of instruments and their components to fully working condition within 48 hours from date and time of notification. Any delay in repairing beyond Forty-Eight (48) hours will attract per day penalty	Monthly basis	₹ 3,000 /- (Three thousand only) per day of delay in repair of instruments and its components.
4.	Delay in attending scheduled inspection of the RTWQMS during warranty/ CAMC period.	Delay in attending scheduled inspection at each quarter.	Monthly basis	₹ 1,000 /- (One thousand only) per day of delay from the pending payment or from PBG.

Note:

- MPCB shall recover penalties/liquidated damages at first instance from the amount due to the Successful Bidder in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Successful Bidder.
- These penalties will be monitored and deducted for the entire Contract Period on monthly basis. KPI adherence will be monitored on monthly basis by MPCB designated Nodal or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the officials.
- The maximum monthly penalty that maybe imposed on the Successful Bidder shall be capped at 10% (ten per cent) of the total yearly 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 Successful Bidder.

SECTION 7: ANNEXURES

Checklist for documents to be included in the Pre-Qualification

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
	•	Annexure 1 Pre-Qualification Cover Letter	
PQ1	Annexure 2 Bidder's and Bidding Firms Particulars	<p><This declaration must be on the letterhead of the Bidder/ Lead Bidder (in case of consortium), 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 Bidder's/ Lead Bidder's (in case of consortium) Letterhead></p> <p>Place: Date: DD/MM/YYYY</p> <p>To,</p> <p>The Member Secretary, Maharashtra Pollution Control Board Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022</p> <p>Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Ref. No. MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>WHEREAS <Name and address of the Bidder/ Lead Bidder (in case of consortium)> do hereby solemnly declare that</p> <p>We have read and understood the minimum technical specifications mentioned in this Bid document from clauses 4.5.1 to 4.5.14 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.</p> <p>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.</p> <p>Name In the capacity of Signed Duly authorized to sign the authorization for and on behalf of: _____ Dated:</p>	

Annexure 9 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letterhead of Lead Bidder)

(To be submitted only by that bidder who doesn't have their existing office in Maharashtra)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

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

Subject: Undertaking for Opening Office in Maharashtra

RFP Reference No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Sir,

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

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

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder/ each of the members of the consortium)

Date: DD/MM/YYYY

To

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subm (Yes)
	<p>The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>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</p> <p>RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>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.</p> <p>Thanking you,</p> <p>Yours faithfully,</p> <p>_____</p> <p>Signature of Authorized Signatory (with official seal)</p> <p>Date : Name : Designation : Address : Telephone : E-mail address :</p> <p>Annexure 11 Power of Attorney along with Board Resolution</p>		
	<p>Place:</p>	<p>• <This declaration must be on the letterhead of the Bidder/ Lead Bidder (in case of consortium), 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 Bidder's/ Lead Bidder's (in case of consortium) Letterhead></p> <p>Date: DD/MM/YYYY</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
	<p>To,</p> <p>The Member Secretary, Maharashtra Pollution Control Board Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022</p> <p>Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Ref. No. MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>WHEREAS <Name and address of the Bidder/ Lead Bidder (in case of consortium)> do hereby solemnly declare that</p> <p>We have read and understood the minimum technical specifications mentioned in this Bid document from clauses 4.5.1 to 4.5.14 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.</p> <p>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.</p> <p>Name In the capacity of Signed Duly authorized to sign the authorization for and on behalf of: _____ Dated:</p>	<p style="text-align: center;">Annexure 9 Undertaking for After Sales Support Office in Maharashtra</p> <p style="text-align: center;">(To be submitted on the Letterhead of Lead Bidder) (To be submitted only by that bidder who doesn't have their existing office in Maharashtra)</p> <p>Place: Date: DD/MM/YYYY</p> <p>To,</p> <p>The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>Subject: Undertaking for Opening Office in Maharashtra</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subbr (Yes
		<p>RFP Reference No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Sir,</p> <p>We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning sales support office within the jurisdiction of State of Maharashtra within Fifteen (15) days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.</p> <p>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</p> <p>Yours Sincerely,</p> <p>_____</p> <p>Signature of Notary (with official seal)</p> <p>Name : _____</p> <p>Designation : _____</p> <p>Seal : _____</p> <p>Business Address : _____</p> <p>Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>(To be submitted on the Letterhead of the bidder/ each of the members of the consortium)</p> <p style="text-align: right;">Date: DD/MM/YYYY</p> <p>To</p> <p>The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>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</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
		<p>RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>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.</p> <p>Thanking you,</p> <p>Yours faithfully,</p> <p>_____</p> <p>Signature of Authorized Signatory (with official seal)</p> <p>Date : _____</p> <p>Name : _____</p> <p>Designation : _____</p> <p>Address : _____</p> <p>Telephone : _____</p> <p>E-mail address : _____</p> <p style="text-align: center;">Annexure 11 Power of Attorney</p> <p style="text-align: center;">(On Non – Judicial stamp paper of ₹ 500/- duly attested by Notary Public)</p> <p>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 “Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.</p> <p>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.</p> <p>For _____</p> <p>Name : _____</p> <p>Designation : _____</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
	<p>Date : Time : Seal : Business Address :</p> <p>Accepted, _____ (Signature) (Name, Title and Address of the Attorney)</p> <p>Note:</p> <p>a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.</p> <p>b) The Power of Attorney shall be provided on non-judicial stamp paper of ₹ 500/- duly attested by notary public.</p> <p>c) The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.</p>		
		<p>Annexure 12 Joint Bidding Agreement (in case of consortium)</p>	
		<p>Annexure 13 Format for Power of Attorney for Lead Member(in case of consortium)</p>	
	<p>Legal Entity:</p> <ul style="list-style-type: none"> ▪ a Company registered in India under the Companies Act 1956 or 2013 or ▪ a partnership firm under the Indian Partnership Act, 1932 or ▪ the Limited Liability Partnerships Act, 2008, 	<ul style="list-style-type: none"> ▪ Brief Profile of the Bidder along with Annexure 2 Bidder's and Bidding Firms Particulars ▪ For Companies registered under Companies Act 1956/ 2013: Incorporation documents such as Memorandum and Articles of Association and Copy of Certificate of Incorporation ▪ For companies registered Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 as amended time to time, Copy of Certificate of Incorporation/ Registration of Firm (RoF)/ Partnership deed of Bidder/ LLP deed, as applicable. ▪ Copy of valid PAN Card ▪ Copy of valid GST Certificate with GST Number ▪ Copy of Power of Attorney signed by legally authorized signatories as per <This declaration must be on the letterhead of the Bidder/ Lead Bidder (in case of consortium), 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 Bidder's/ Lead Bidder's (in case of consortium) Letterhead> <p>Place: Date: DD/MM/YYYY</p> <p>To, The Member Secretary, Maharashtra Pollution Control Board</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
	<p>(as amended from time to time)</p> <p>(In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium members and all the members are required to submit above listed documents as applicable)</p>	<p>Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022</p> <p>Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Ref. No. MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>WHEREAS <Name and address of the Bidder/ Lead Bidder (in case of consortium)> do hereby solemnly declare that</p> <p>We have read and understood the minimum technical specifications mentioned in this Bid document from clauses 4.5.1 to 4.5.14 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.</p> <p>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.</p> <p>Name In the capacity of Signed Duly authorized to sign the authorization for and on behalf of:</p> <p>_____</p> <p>Dated:</p> <p style="text-align: center;">Annexure 9 Undertaking for After Sales Support Office in Maharashtra</p> <p style="text-align: center;">(To be submitted on the Letterhead of Lead Bidder) (To be submitted only by that bidder who doesn't have their existing office in Maharashtra)</p> <p>Place: _____ Date: _____</p> <p>DD/MM/YYYY</p> <p>To, The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subbr (Yes
		<p>Subject: Undertaking for Opening Office in Maharashtra RFP Reference No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Sir,</p> <p>We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning sales support office within the jurisdiction of State of Maharashtra within Fifteen (15) days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.</p> <p>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</p> <p>Yours Sincerely,</p> <p>_____</p> <p>Signature of Notary (with official seal) Name : Designation : Seal : Business Address :</p> <p>Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>(To be submitted on the Letterhead of the bidder/ each of the members of the consortium)</p> <p style="text-align: right;">Date: DD/MM/YYYY</p> <p>To The Member Secretary, Maharashtra Pollution Control Board,</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subm (Yes)
		<p>Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>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</p> <p>RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>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.</p> <p>Thanking you,</p> <p>Yours faithfully,</p> <p>_____</p> <p>Signature of Authorized Signatory (with official seal)</p> <p>Date : Name : Designation : Address : Telephone : E-mail address :</p> <p>Annexure 11 Power of Attorney along with Board Resolution</p> <p>▪ <This declaration must be on the letterhead of the Bidder/ Lead Bidder (in case of consortium), 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 Bidder's/ Lead Bidder's (in case of consortium) Letterhead></p> <p>Place: _____ Date: _____ DD/MM/YYYY</p> <p>To,</p> <p>The Member Secretary,</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
		<p>Maharashtra Pollution Control Board Kalpataru Point, 3rd floor, Opp. Cine Planet Cinema, Sion Circle, Sion (E), Mumbai – 400 022</p> <p>Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Ref. No. MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>WHEREAS <Name and address of the Bidder/ Lead Bidder (in case of consortium)> do hereby solemnly declare that</p> <p>We have read and understood the minimum technical specifications mentioned in this Bid document from clauses 4.5.1 to 4.5.14 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.</p> <p>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.</p> <p>Name In the capacity of Signed Duly authorized to sign the authorization for and on behalf of: _____</p> <p>Dated:</p> <p style="text-align: center;">Annexure 9 Undertaking for After Sales Support Office in Maharashtra</p> <p style="text-align: center;">(To be submitted on the Letterhead of Lead Bidder) (To be submitted only by that bidder who doesn't have their existing office in Maharashtra)</p> <p>Place: _____ Date: _____ DD/MM/YYYY</p> <p>To, The Member Secretary, Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema,</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Sub (Yes)
		<p>Sion Circle, Sion, Mumbai-400 022</p> <p>Subject: Undertaking for Opening Office in Maharashtra RFP Reference No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Sir,</p> <p>We, _____, (name of the Bidder) who are an established and reputed firm, having offices at _____(address) do hereby undertake to establish a fully functioning sales support office within the jurisdiction of State of Maharashtra within Fifteen (15) days of award of work for the tender referenced above. We also undertake to assure the authority that the said office in Maharashtra shall remain fully functional and operational in the duration of the contract with the Maharashtra Pollution Control Board, Mumbai.</p> <p>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</p> <p>Yours Sincerely,</p> <p>_____</p> <p>Signature of Notary (with official seal) Name : Designation : Seal : Business Address :</p> <p>Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>(To be submitted on the Letterhead of the bidder/ each of the members of the consortium</p> <p style="text-align: right;">Date: DD/MM/YYYY</p> <p>To The Member Secretary,</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
		<p>Maharashtra Pollution Control Board, Kalpataru Point, 3rd floor, Opp. PVR Cinema, Sion Circle, Sion, Mumbai-400 022</p> <p>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</p> <p>RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26</p> <p>Dear Sir,</p> <p>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.</p> <p>Thanking you,</p> <p>Yours faithfully,</p> <p>_____</p> <p>Signature of Authorized Signatory (with official seal)</p> <p>Date : _____</p> <p>Name : _____</p> <p>Designation : _____</p> <p>Address : _____</p> <p>Telephone : _____</p> <p>E-mail address : _____</p> <p style="text-align: center;">Annexure 11 Power of Attorney</p> <p style="text-align: center;">(On Non – Judicial stamp paper of ₹ 500/- duly attested by Notary Public)</p> <p>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</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes
		<p>the “Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra” including signing and submission of all documents and providing information / responses to the MPCB, representing us in all matters before MPCB, and generally dealing with the MPCB in all matters in connection with our Proposal for the said Project.</p> <p>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.</p> <p>For _____</p> <p>Name : Designation : Date : Time : Seal : Business Address :</p> <p>Accepted, _____ (Signature) (Name, Title and Address of the Attorney)</p> <p>Note:</p> <p>d) 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.</p> <p>e) The Power of Attorney shall be provided on non-judicial stamp paper of ₹ 500/- duly attested by notary public.</p> <p>f) 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.</p> <ul style="list-style-type: none"> ▪ Annexure 12 Joint Bidding Agreement (in case of consortium) ▪ Copy of Annexure 13 Format for Power of Attorney for Lead Member(in case of consortium) ▪ Any other supporting document, as may be required. 	
PQ2	<p>Annexure 3 Financial Declaration of Bidder</p> <p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT)</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 FY2021-22, FY 2022-23, and FY 2023-24).</p> <p>Note: Audited financial statement should match with certificate of chartered accountant Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subm (Yes)
	<p>for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than ₹ 3.00 Crore (INR Three Crore only) (In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion)</p>		
PQ3	<p>Annexure 3 Financial Declaration of Bidder Net-worth Criteria: The bidder should have a positive net worth for each of the last three audited financial years. FY 2021-22, FY 2022-23, and FY 2023-24 [Net Worth as defined in Companies Act 1956 / 2013 as amended from time to time.]</p>	<p>1. Duly filled Format for Financial years FY2021-22, FY 2022-23, and FY2023-24 to be submitted on the letterhead of the Chartered Accountant 2. Net worth Certificate duly certified by Statutory Auditor. 3. Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder (In case of sole Bidder, it should be met by sole Bidder itself whereas in case of Consortium, this would be applicable for each of the Consortium Members)</p>	
PQ4	<p>Annexure 4 Project Citation Annexure 5 Format for Self-Declaration Project Experience 1: The Bidder shall have experience</p>	<p>a) Bidders shall submit a copy of work order/ contract agreement. b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes)
	<p>in **Similar works** during last Seven (07) years as on last date of submission of bid as per following details: - One (01) project with "Similar works" costing at least ₹ 8.00 Crore. OR Two (02) projects with "Similar works" each costing at least ₹ 5.00 Crore. OR Three (03) projects with "Similar works" each costing at least ₹ 4.00 Crore.</p> <p>For the purposes of evaluation of responses to this RFP, **Similar works** as defined in this RFP.</p>	<p>OR In case of on-going project, a certificate from the client on client's letter head mentioning the relevant scope of Work and current status of the partially completed project. c) Project citation as per format in Annexure 4 Project Citation d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>	
PQ5			
		<p>Annexure 4 Project Citation</p>	
		<p>Annexure 5 Format for Self-Declaration</p>	
	<p>Project Experience 2:</p> <p>The Bidder shall have experience in Supply, installation, testing, commissioning and operation and maintenance of Five (05) Real-</p>	<p>a) Bidders shall submit a copy of work order/ contract agreement. b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice OR In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of projects for which DPR/feasibility report prepared and current status of the partially completed project. c) Project citation as per format in Annexure 4 Project Citation d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subbr (Yes
	<p>Time Water Quality Monitoring Stations and integrated Software System during last Seven (07) years in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/ **Private Company.</p>		
PQ6	<p>Certifications: OEM / authorized bidder of OEM should have valid ISO 9001: 2015 Certificate as on Bid submission Due date.</p>	<p>Copy of valid Certificate as of the date of bid submission. (In the case of sole Bidder, it should be met by sole Bidder itself whereas in the case of Consortium, this would be applicable for each of the Consortium Members).</p>	
PQ 7	<p>Annexure 6 Manufacturer's Declaration about 100% compliance to Minimum Technical Specifications Annexure 7 MAF Manufacturer's Authorization form Manufacturer's Authorization: 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 Annexure 6 Manufacturer's Declaration about 100% compliance to Minimum Technical Specifications And OEM/ Dealer of the OEM should submit Manufacturer's Authorization Form (MAF) as per Annexure 7 MAF Manufacturer's Authorization form An OEM can issue multiple MAFs to their channel partners for the products complying 100% with the specifications. (In case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion).</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subr (Yes)
PQ8	<p>Annexure 8 Compliance with technical specifications</p> <p>Minimum technical specification requirements:</p> <p>The bidder must meet the minimum technical specifications mentioned in the Bid document for the systems and other equipment involved in supply, installation, testing and commissioning of RTWQMS.</p>	<p>Self-certification signed by the Authorized Representative on the company letterhead as per format provided in Annexure 8 Compliance with technical specifications of this Bid document along with other supporting documents like brochures.</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, the lead member should fulfil the relevant criterion).</p>	
PQ9	<p>Annexure 9 Undertaking for After Sales Support Office in Maharashtra</p> <p>After Sales Support Capability:</p> <p>The bidder shall have a functioning after sales support office in Maharashtra or shall open office in Maharashtra within Fifteen (15) days in case of award of contract.</p>	<p>Copy of existing office address proof like lease agreement/ latest electricity bill (not older than Six (06) 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 Annexure 9 Undertaking for After Sales Support Office in Maharashtra.</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself, whereas in the case of Consortium, the Lead member of the Consortium should fulfil the relevant criterion.)</p>	
PQ10	<p>Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>Blacklisting criteria:</p> <p>The bidder should not have been</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 Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself. Whereas in case of Consortium, each of the Consortium member should fulfil the relevant criterion)</p>	

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Subm (Yes)
	<p>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 Rule 151 of GFR, as on date of bid submission.</p>		

Annexure 1 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the Bidder/ Lead Bidder (in case of consortium))

Place:

Date: DD/MM/YYYY

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

Subject: Bid Submission Cover Letter for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Request for Proposal for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra”**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Request for Proposal for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra”** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in the Contract/ RFP.

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

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MPCB is true, accurate,

and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MPCB as to any material fact.

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

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

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

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

Annexure 2 Bidder's and Bidding Firms Particulars

(To be submitted on the letterhead of the Bidder/ Lead Bidder (in case of consortium))

Bidder's 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	Year of establishment	
7	Name/s of partners (Membership certificates issued by authorized body should be enclosed)	
8	Name of Office In charge of Mumbai	
9	Name, address and account number of the firm's banker(s)	
10	PAN of the firm	
11	GST registration number of the firm	
12	Number of Employees	
13	Average Turnover during last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24)	
14	Details of major assignments	
15	Any other information considered relevant.	

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

Signature of Authorized Signatory (with official seal)

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

Annexure 3 Financial Declaration of Bidder

(To be submitted on Letterhead of Statutory Auditor of each Bidder/ each member of the consortium)

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

(All Currency in INR)

Description	Financial Year		
	2021-22	2022-23	2023-24
Annual Turnover			
Net Worth			
Average Annual Turnover for the mentioned Financial Years			

The Average Annual Turnover for (Name of the Company) is INR <Insert Value> (Rupees <Insert Value in Words> and the (Name of the Company) has Positive Net Worth during the last 3 (three) Financial Years. (FY 2021-22, FY 2022-23 & FY 2023-24).

This is to certify that the (insert name of Bidder) has a Positive Net Worth in each of the last three (03) (FY 2021-22, FY 2022-23 & FY 2023-24).

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

Name of the Firm :
Name of the Partner (Chartered Accountant)
Signature of Chartered Accountant
Designation:
Membership No.:
UDIN :

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. The audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2021-22, FY 2022-23 and FY 2023-24 shall be submitted as supporting evidence.

Annexure 4 Project Citation

(To be submitted on the letterhead of the Bidder/ Lead Bidder (in case of consortium))

Details of past assignments / experience

S. No.	Client Name	Handling		Work related to
		From	To	
1				
2				
3				

Individual Project Citation Format

Project No. 1

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

Note:

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

Signature of Authorized Signatory (with official seal)

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

Annexure 5 Format for Self-Declaration

(To be submitted on the Letterhead of the Bidder/ Lead Bidder (in case of consortium))

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

Ref: RFP for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

Sub: Declaration for having experience as per Pre-qualification criteria.

RFP Reference No:

Dear Sir,
I, authorized representative of _____, hereby confirm that the Company _____ has the experience in as mentioned in Clause 3.1 as on last date of submission of bid.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

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

Annexure 6 Manufacturer's Declaration about 100% compliance to Minimum Technical Specifications

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

Place:

Date: DD/MM/YYYY

To,

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

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

Dear Sir,

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

We have read and understood the minimum technical specifications mentioned in this Bid document and our feature-wise compliance status for the product proposed <Name of the product and product code> is correct for every specification mentioned therein. Please 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 7 MAF Manufacturer's Authorization form

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

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

Place:

Date: DD/MM/YYYY

To,

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

Subject: - Manufacturer Authorization Form (MAF) from OEM for the BID for RFP by MPCB for RFP for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

RFP Ref No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

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

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

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

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

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

OR

We also conform we shall establish registered service / support Centre in Maharashtra within Fifteen (15) days of award of contract to the Bidder ___<Name of the 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 8 Compliance with technical specifications

<This declaration must be on the letterhead of the Bidder/ Lead Bidder (in case of consortium), 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 Bidder's/ Lead Bidder's (in case of consortium) Letterhead>

Place:

Date: DD/MM/YYYY

To,

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

Sub: Declaration of compliance to Minimum Technical Specifications of your RFP Ref. No. MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

WHEREAS <Name and address of the Bidder/ Lead Bidder (in case of consortium)> do hereby solemnly declare that

We have read and understood the minimum technical specifications mentioned in this Bid document from clauses 4.5.1 to 4.5.14 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 9 Undertaking for After Sales Support Office in Maharashtra

(To be submitted on the Letterhead of Lead Bidder)

(To be submitted only by that bidder who doesn't have their existing office in Maharashtra)

Place:

Date: DD/MM/YYYY

To,

The Member Secretary,

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

Subject: Undertaking for Opening Office in Maharashtra

RFP Reference No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Sir,

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

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

Yours Sincerely,

Signature of Notary (with official seal)

Name :

Designation :

Seal :

Business Address :

Annexure 10 Declaration by the Bidder for not being Blacklisted /Debarred

(To be submitted on the Letterhead of the bidder/ each of the members of the consortium)

Date: DD/MM/YYYY

To

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

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

RFP Reference No: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

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

Annexure 11 Power of Attorney

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

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

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

For _____

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

Accepted,

_____ (Signature)
(Name, Title and Address of the Attorney)

Note:

- g) 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.
- h) The Power of Attorney shall be provided on non-judicial stamp paper of ₹ 500/- duly attested by notary public.
- i) 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 12 Joint Bidding Agreement

(On Stamp Paper of ₹ 500/- and duly attested by notary public)

THIS JOINT CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

..... Limited, a company incorporated under the Companies Act, 1956/2013, registered on < dd/mm/yyyy> and having its registered office at (Herein after referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

..... Limited, a company incorporated under the Companies Act, 1956/2013, registered on < dd/mm/yyyy> and having its registered office at (Herein after referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

Maharashtra Pollution Control Board having its office at 3rd and 4th Floor Kalpa Taru Point, Opp Cine Planet, Sion Circle (East), Mumbai, Maharashtra 400022. (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its **Request for Proposal by MPCB for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra.**

The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part & Second Part shall be the agency who are engaged in the business of the supply of machineries, O&M thereof and shall declare one among them as Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- a. require any consent or approval not already obtained;
- b. violate any Applicable Law presently in effect and having applicability to it;
- c. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- d. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- e. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- f. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- g. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for the award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

7. Miscellaneous

- This Joint Consortium Agreement shall be governed by laws of India.
- The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.
- Further it is hereby declared that the Roles, Responsibilities and other relevant details of the Consortium members are:

S. No.	Member	Role	Responsibilities	Description of nature of service	Head and Branch offices (Provide mailing addresses, phone, fax and email)
1					
2					

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED
AND DELIVERED

SIGNED, SEALED
AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

Notes:

- The mode of the execution of the Joint Bidding Agreement 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.
- Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

Annexure 13 Format for Power of Attorney for Lead Member

(To be submitted by the Consortium on Non – Judicial stamp paper of ₹ 500/- duly attested by Notary Public)

Whereas the Maharashtra Pollution Control Board, (“**MPCB**”), Government of Maharashtra, has invited applications from Bidders for ‘*Selection of an Agency for*’ (“**Project**”).

Whereas(*Lead Member*).....and.....(*Member -1*) (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (“**RFP**”) document and other connected documents in respect of the Project; and,

Whereas it is necessary under the RFP document for the Members of the Consortium to designate one of them as the Lead member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,(*Lead Member*)..... having our registered office at, and M/s.(*Member -1*)....., having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s., having its registered office at, being one of the Members of the Consortium, as the Lead member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposal and other documents and writings, accept the Work Order, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with MPCB, and/ or any other Government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Agreement is entered into with MPCB.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by 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/Consortium and shall be binding till the Agreement period on all Members individually and collectively.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2025.

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
 - 2.
-

Dated this the ____ day of ____ 2025
(Executants)

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 executants (s) and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

Checklist for documents to be included in the Technical Qualification

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
Annexure 14 Technical Proposal Bid Cover Letter				
TE1.1	<p>Average Annual Turnover:</p> <p>Minimum Average Annual Turnover (MAAT) for the last three (03) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24) of the bidder should not be less than ₹ 3.00 Crore (INR Three Crore only)</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 FY2021-22, FY 2022-23, and FY 2023-24)</p> <p>Note: Audited financial statement should match with certificate of chartered accountant</p> <p>Certificate from Statutory Auditor as per Annexure 3 Financial Declaration of Bidder (In the case of sole Bidder, it should be met by the sole Bidder itself. Whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion)</p>		
TE2.1	<p>Annexure 4 Project Citation</p> <p>Annexure 5 Format for Self-Declaration</p> <p>Project Experience 1:</p> <p>The Bidder shall have experience in “Similar works” during last Seven (07) years as on last date of submission of bid as per following details: -</p> <p>One (01) project with “Similar works” costing at least ₹ 8.00 Crore.</p> <p>OR</p> <p>Two (02) projects with “Similar works” each costing at least ₹ 5.00 Crore.</p> <p>OR</p> <p>Three (03) projects with “Similar works” each costing at least ₹ 4.00 Crore.</p> <p>For the purpose of evaluation of responses to this RFP, refer ‘*Similar works’ as defined in this RFP.</p>			
		<p>i. Bidders shall submit a copy of work order/ contract agreement.</p> <p>ii. Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice</p> <p style="text-align: center;">OR</p> <p>iii. In case of on-going project, a certificate from the client on client’s letter head mentioning the relevant scope of Work and current status of the partially completed project.</p> <p>iv. Project citation as per format in</p> <p>v. Annexure 4 Project Citation</p> <p>vi. Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>(In the case of sole Bidder, it should be met by the sole Bidder itself, whereas in the case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly)</p>		
TE2.2	<p>Annexure 4 Project Citation</p> <p>Annexure 5 Format for Self-Declaration</p>			

S. No.	Minimum Eligibility Criteria-Pre-Qualification Criteria	Document to be submitted	Submitted (Yes/ No)	Document name & Page No.
	<p>Project Experience 2:</p> <p>The Bidder shall have experience in Supply, installation, testing, commissioning and operation and maintenance of Five (05) Real-Time Water Quality Monitoring Stations and integrated Software System during last Seven (07) years in India for Central Government or its department / State Government or its department / Semi Govt./ Municipal Corporations / Municipal Councils / Urban Local Body (ULB)/ UT/ PSU/ **Private Company. (as defined in the RFP)</p>	<p>a) Bidders shall submit a copy of work order/ contract agreement.</p> <p>b) Completion Certificate from the client or Proof of payment received i.e. copy of Bank statement clearly reflecting the name of the Bidder and amount received matching with Minimum Project value along with GST Invoice OR In case of on-going project, a certificate from the client on client's letterhead mentioning the relevant scope of Work, number of stations supplied, installed and commissioned and current status of the partially completed project.</p> <p>c) Project citation as per format in Annexure 4 Project Citation</p> <p>d) Self-Declaration as per Annexure 5 Format for Self-Declaration</p> <p>(In case of sole Bidder, it should be met by the sole Bidder itself, whereas in case of Consortium, either of the Consortium member should fulfil the relevant criterion individually or jointly).</p>		
	Annexure 15 Financial Proposal Cover Letter			

Annexure 14 Technical Proposal Bid Cover Letter

(To be submitted on the Letter head of the Bidder/ Lead Bidder (in case of consortium))

Date: DD/MM/YYYY

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

Sub: Request for Proposal for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

Ref: RFP Ref. No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Request for Proposal for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra.**”

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “**Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra**” put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MPCB or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Security Deposit (Bank Guarantee) issued by a nationalized/ schedule commercial bank in India, as mentioned in RFP.

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

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

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

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

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

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

Annexure 15 Financial Proposal Cover Letter

(To be submitted on the Letter head of the Bidder/ Lead Bidder (in case of consortium))

Date: DD/MM/YYYY

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

Subject: Commercial Proposal Cover Letter for- Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

Ref: MPCB RFP No: MPCB/JD (WPC)/ RTWQMS/ 2025-26

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of the tender for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra do hereby propose to provide Services as specified in the bidding documents.

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

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

We understand that our 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,

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone :

E-mail address :

Annexure 16 Format for Financial Bid

(Not to be enclosed along with Technical Cover)

1. Cost of 10 RTWQMS Systems including onsite O & M

S. No.	Scope Deliverables	Qty	Basic Unit Rate (In INR, all inclusive, excluding GST)	GST Rate (18%)	Total Unit Rate (In INR, incl. GST) [D]	Total Amount (In INR, incl. GST) [E]
		[A]	[B]	[C]	[D = B x C]	[E = A x D]
PART A						
1	Supply, installation, testing Commissioning, 1-year onsite Warranty of 10 Real-Time Water Quality Monitoring system to be installed at location mentioned in the Annexure 21 of the RFP including onsite O&M.	10				
	Total Cost (Part A)	10				

2. Cost of Comprehensive Annual Maintenance Contract (CAMC) services for 10 RTWQMS

S. No.	Scope Deliverables	Qty	Total incl. GST
Part B			
1	Comprehensive Annual Maintenance Contract (CAMC) services for a period of One (1) year post warranty period for 10 RTWQMS i.e. for 2 nd year including O&M.	LS	
2	Comprehensive Annual Maintenance Contract (CAMC) services for a period of One (1) year post completion of 1 st year's CAMC services for 10 RTWQMS i.e. for 3 rd year including O&M.	LS	
	Total Cost (Part B)		

3. Total Cost

S. No.	PARTs	Total Cost (Excluding GST)	Total Cost (Including GST)
1	Part A		
2	Part B		
	Total Cost (Part A + B)		

Note:

- The Bidder shall provision all costs required for the entire duration of the contract. MPCB shall not be liable to pay any additional costs, apart from those mentioned in the table above.

2. The rate quoted by the 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 the bidder.
3. All costs shall remain valid for the entire duration of the contract.
4. All factor/services/components need to be taken into consideration before filling out the 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.
5. All the prices are to be entered in Indian Rupees ONLY.
6. The quoted rates shall be inclusive of all taxes and excluding GST. GST shall be paid as actual at prevailing rates by MPCB after awarding the contract to successful bidder at the time of releasing the payments.
7. 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 a case.
8. The PRICE BID has to be submitted online in the BOQ format provided.
9. Bidders are required to submit online commercial bid format

Annexure 17 Draft Conditions of Contract

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

This Agreement made and entered into at Mumbai on _____2025 between the, Maharashtra Pollution Control Board, with its Head Office at Kalpataru Point, 3rd & 4th floor, Opp. PVR Cinema, Near Sion Circle, Sion (E), Mumbai - 400 022 (hereinafter referred to as the "Purchaser" / "USER", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) as party of the First Part

And

_____ (name of the Successful Bidder), having its registered Office at _____ (registered address of the Successful Bidder), hereinafter referred as the "Successful Bidder" or "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) as party of the Second Part

In this Agreement, MPCB / User and Successful Bidder/ Service Provider are referred to individually as "a Party" and collectively as "the Parties"

1. PREAMBLE

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

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

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

AND WHEREAS the Service Provider, in response to this RFP, submitted to MPCB a proposal and offered to undertake the work of as per the Scope of Work defined in the RFP. MPCB has examined the proposal submitted by the Service Provider and has found the same to be in order and in conformity with the parameters specified in the Request for Proposal (RFP) document.

AND WHEREAS MPCB has agreed to grant the Agreement to the Service Provider under this Agreement to provide the aforementioned work as per the Scope of Work defined in the RFP starting from the _____2025, on the terms & conditions contained hereinafter.

AND WHEREAS The Service Provider has agreed to **RFP for** _____
_____ **for MPCB** as per the terms and conditions specified by Service

Provider in the Proposal submitted in response to the RFP and neither Party shall be responsible for contributing any monies / services other than those specifically contained in this Agreement.

The following documents are and shall be deemed to form part of this Contract Agreement and shall be read and construed to be part of this Contract Agreement as if they were incorporated in this Contract Agreement:

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

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions set forth herein, it is agreed by and between the parties hereto as follows:

2. DEFINITIONS AND INTERPRETATIONS

For purposes of this Agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

Definitions:

- a. **“Agreement Date”** shall mean the date of signing of this Agreement
- b. **“Authority/Corporation”** shall mean means Maharashtra Pollution Control Board (MPCB).
- c. **“Associate”** shall mean, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder.
- d. **“Applicable Laws”** shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents.
- e. **“Bid / Proposal”** shall mean This means the documents in their entirety comprising of the pre-qualification Proposal, Technical and Commercial Proposal, clarifications to these, technical presentation/ demo submitted by the Service Provider, in response to the RFP, and accepted by MPCB.
- f. **“Business Day”** shall mean any day that is not a Sunday or a public holiday (as declared by Government of Maharashtra).

- g. **“Contract/Agreement”** This shall mean the deed to contract, together with its original accompaniment and those latter incorporated in it by mutual consent.
- h. **“Contract / Agreement Period”** The time period for completion of the entire project scope of work starting from signing of Agreement till specific duration mentioned defined in the agreement i.e., from the date of this agreement. This Agreement shall remain valid for any extension given by MPCB.
- i. **“Day”** shall mean a period of Twenty-Four (24) hours running from midnight to midnight. It means "calendar day" unless otherwise stated. Where, because of a difference in time zone, the calendar day in one country differs from another country then the calendar day shall be deemed to be the calendar day applicable to India.
- j. **“Deliverables”** shall mean the services and other documentation, milestones and activities related to complete the Scope of Work for the Project, as defined in the RFP.
- k. **“Financial Year”** Shall mean a Financial Year period starting from 01st April and ending on 31st March of the respective year.
- l. **“Force Majeure Event”** shall mean such event as described in Clause 29 of this Agreement.
- m. **“Letter of Award/Work Order”** shall mean this refers to the letter (Ref No: _____ dated _____2025) issued by MPCB to the Service Provider indicating its selection as the Service Provider for implementation of the Project.
- n. **“Month and Year”** shall mean all dates calculated according to the Gregorian calendar.
- o. **“Non- compliance”** Failure / refusal to comply to the terms and conditions of the Agreement.
- p. **“Premises/Site”** shall mean the land or building provided by MPCB to the Service Provider.
- q. **“Project”** shall mean
- r. **“Proposal”** means the bid submitted by the Service Provider along with the terms and conditions, in response to the RFP.
- s. **“Quarter”** shall mean a period of three months starting from the 1st Day of April and such blocks of three months thereafter.
- t. **“Total Contract Value/ Contract Value”** shall mean Value (Exclusive of all taxes, levies, and duties) finally agreed between MPCB and the Service Provider and further negotiated for the delivery of Services.
- u. **“Writing”** shall mean any handwritten, typewritten, or printed communication including telex, cable, facsimile transmission, and E-mail.
- v. **“Working Day”** shall mean the normal working day for MPCB from 9.45 a.m. to 6.15 p.m. except on Sundays and other holidays on which days MPCB offices are closed.
- w. **O&M** shall mean operation and maintenance of complete system onsite

“Interpretations:

In this Contract Agreement unless a contrary intention is evident:

1. The clause headings are for convenient reference only and do not form part of this Agreement.
2. Unless otherwise specified a reference to a clause number is a reference to all its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Agreement including any amendments or modifications to the same from time to time.
4. A word in the singular includes the plural and a word in the plural includes the singular.

5. A word importing a gender includes any other gender.
6. A reference to a person includes a partnership and a body corporate.
7. A reference to legislation includes legislation repealing, replacing, or amending that legislation.
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Agreement and the RFP and the Bid, the terms hereof shall prevail.

3. AWARD OF CONTRACT

In consideration of MPCB agreeing to pay the amount of ₹ (**Indian RupeesOnly.**) exclusive of current applicable GST at the time of billing, as per the payments set forth further in this Agreement, the Service Provider agreeing to complete the deliverables under the project deliverables as elaborated in **Annexure 2** under this Agreement and subject to the provisions of this Agreement, MPCB grants to the Service Provider, a contract for the Project for a price break-up for the same is attached to this agreement as **Annexure 1**.

4. PERFORMANCE BANK GUARANTEE

- a. Within Seven (07) days of MPCB issuing the Work Order, the Service Provider, at its cost, charges and expenses will submit a Performance Bank Guarantee (PBG) as mentioned in the RFP.
- b. Performance Bank Guarantee is governed for services as follows:
 - i. The Service Provider shall carry out the services in conformity with the requirements of the RFP and this agreement, generally accepted professional and technically accepted norms relevant to such projects and to the satisfaction of MPCB.
 - ii. The Earnest Money deposited at the time of bid submission would be given back to the Service Provider after completion of onboarding process.
- c. The Service Provider shall deposit the Performance Bank Guarantee as follows:
 - a. The Service Provider shall at his own expense, deposit with MPCB, and Performance Bank Guarantee from a Nationalised / Schedule Commercial Bank of stated value and valid for the tenure as mentioned above.
 - b. The Performance Guarantee shall be irrevocable and unconditional and shall be of a bank having its offices/branch in the city of Mumbai
 - c. The Performance Bank Guarantee should be furnished within Seven (07) Days from the date of issue of Work Order to the Service Provider.
 - d. The Performance Bank Guarantee may be discharged/returned by MPCB upon being satisfied that there has been due performance of the obligations of the Service Provider under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- d. 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 Service Provider during execution of the project.

- b. Any amount which MPCB becomes liable to the Government /Third party on behalf of any default of the Service Provider or any of his/her/their agent/ employees or staff.
- 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.
- e. Once the amount under this clause is debited, the Service Provider shall reimburse the Performance Bank Guarantee to the extent the amount is debited within Five (05) 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.
- f. The Performance Bank Guarantee will be retained by MPCB until the period mentioned in the clause above and be released thereafter. The Service Provider shall be required to submit a request in writing to MPCB for the return of Performance Security. On receipt of such letter MPCB shall process the request within Thirty (30) days and return the Performance Bank Guarantee upon being satisfied that there have been no due performance obligations on the part of the Service Provider under this Agreement. However, no interest shall be payable on the Performance Bank Guarantee.
- g. The Performance Security may be invoked on violation of any of the conditions given below:
 - The Service Provider is not able to deliver services as per KPIs as set out in the Agreement.
 - The Service Provider or its employee(s) is involved in any unlawful activity during its engagement with MPCB.
 - In case the Service Provider fails to comply with approved Exit Management.

5. AGREEMENT PERIOD

The agreement starts from the date of signing this agreement. The agreement is valid for a period of from the date of signing of this agreement to cover the activities mentioned in Scope of Work of the RFP.

6. PAYMENT AND PAYMENT TERMS

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

7. KEY PERFORMANCE INDICATORS AND PENALTIES

- a. Unless specified by MPCB to the contrary, the Service Provider shall perform the Services and carry out the Scope of Work in accordance with the terms of this Agreement.
- b. If the Agreement include more than one document, then unless MPCB specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. MPCB reserves the right to amend any of the terms and conditions in relation to the Agreement and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.
- d. The date of delivery of the services stipulated in the acceptance of Work Order/ RFP shall be the essence of the Agreement and delivery shall be completed no later than the dates specified therein. Extension of time shall only be granted if MPCB is convinced about the cause stated by the Service Provider, or the cause of the delay is not in the control of the Service Provider.

Detailed KPIs are mentioned in Section 6 of the RFP.

8. COMMENCEMENT & PROGRESS

The Service Provider shall commence the performance of its obligations in a manner as specified in the Scope of Work.

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

9. TRADEMARKS, PUBLICITY

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

10. ETHICS

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

11. INDEMNIFICATION

The Service Provider shall indemnify the MPCB against the all actions, suits, claims, damages and demands brought or made against him in respect of anything done or omitted to be done by the Service Provider in the execution of or in the connection with the work of this Agreement and against lose or damage to the MPCB in consequences of any action or suit being brought against the Service Provider anything done or omitted to be done in execution of the work of this Agreement.

12. MPCB's OBLIGATIONS

- a. MPCB nominated representative shall act as the nodal point for implementation of the

- Agreement and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Service Provider.
- b. MPCB shall ensure that timely approval is provided to the Service Provider as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this Agreement.
 - c. MPCB's representative shall interface with the Service Provider, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Agreement. MPCB shall provide adequate cooperation in providing details, coordinating, and obtaining of approvals from various governmental agencies, in cases, where the intervention of MPCB is proper and necessary.
 - d. MPCB may provide on the Service Provider's request, particulars/ information/ or documentation that may be required by the Service Provider for proper planning and execution of work and for providing services covered under this Agreement and for which the Service Provider may have to coordinate with respective vendors.
 - e. MPCB may provide to the Service Provider, sitting space and basic infrastructure at their office location (if required).

13. Default and Termination

13.1 Events of default by the Service Provider

The failure on the part of the Service Provider to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an **"Event of Default"** on the part of the Service Provider. The events of default as mentioned above may include inter-alia the following:

- a. The Service Provider or its team has failed to perform any instructions or directives issued by MPCB which it deems proper and necessary to execute the scope of work or provide services under the Agreement, or.
- b. The Service Provider or its team has failed to confirm / adhere to any of the key performance indicators as laid down in the KPIs, or if the Service Provider has fallen short of matching such standards / benchmarks / targets as MPCB may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Agreement. The above-mentioned failure on the part of the Service Provider may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by MPCB.
- c. The Service Provider has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by MPCB, despite being served with a default notice which laid down the specific deviance on the part of the Service Provider's team to comply with any stipulations or standards as laid down by MPCB; or
- d. The Service Provider's team has failed to adhere to any amended direction, instruction, modification or clarification as issued by MPCB during the term of this Agreement and which MPCB deems proper and necessary for the execution of the scope of work under this Agreement.
- e. The Service Provider's Team has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Bid, the Tender, and this Agreement.

- f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Service Provider.
- g. The Service Provider's Team has failed to comply with or is in breach or contravention of any applicable laws.
- h. The Service Provider's team are involved in fraud/wilful misconduct.
- i. Where there has been an occurrence of such defaults inter alia as stated above, MPCB shall issue a notice of default to the Service Provider, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such 'Defaulting Party' to remedy the default committed.
- j. Where despite the issuance of a default notice to the Service Provider by MPCB, the Service Provider fails to remedy the default to the satisfaction of MPCB, MPCB may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to MPCB.

13.2 Consequences of Default

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

- a. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and services which the Service Provider shall be obliged to comply with which may include re-determination of the consideration payable to the Service Provider. The Service Provider shall in addition take all available steps to minimize loss resulting from such event of default.
- b. Suspend all payments to the Service Provider under the Agreement by a written notice of suspension to the Service Provider, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the Service Provider to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- c. Any decision taken by Hon'ble Member Secretary, MPCB shall be final and binding on the Service Provider.

14. AUDIT, ACCESS, AND REPORTING

a) Purpose

- i. This clause details the audit, access, and reporting rights of MPCB and the respective obligations of Service Provider under the contractual terms of execution of Scope of Work and KPIs Management.
- ii. MPCB may engage a suitable, neutral, and technically competent third-party agency or agencies for conducting audit and certification, upon intimation by the Service Provider that the system implementation is complete.
- iii. The Service Provider being notified of any deviations from the agencies nominated by MPCB regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.
- iv. All the cost for third party agencies will be borne by the Service Provider.

b) Notice and Timing

- i. As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the project execution in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits. The cost of third-party audits has to be borne by the Service Provider.
 - ii. The MPCB or its nominated agencies may conduct non-timetabled audits pertaining to the project at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure.
 - iii. The frequency of audits shall be decided by MPCB.
 - iv. In addition to the above, there will be audits conducted by statutory bodies (e.g., CAG) as and when they are required to do it. Notwithstanding any condition given in the Agreement, the Service Provider will have to provide these statutory bodies access to all the facilities, infrastructure, documents, and artefacts of the Project as required by them and approved by MPCB, in writing.
 - v. The audit and access rights contained shall survive the termination or expiration of the Agreement.
- c) Access**
- i. The Service Provider shall provide MPCB access to documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
 - ii. MPCB shall have the right to copy and retain copies of any relevant records. The Service Provider shall co-operate with MPCB in effecting the audits and providing necessary information.

15. CORRUPT OR FRAUDULENT PRACTICES

MPCB requires that Service Provider under Agreement, observe the highest standard of ethics during the supply and execution of such contracts. In pursuance of this policy MPCB. Defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Agreement execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of an Agreement.
- c) Will reject a proposal for award if it determines that Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the Agreement in question.

- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Agreement if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Agreement.

16. LICENSE

In case any software is required for successful execution of project, the Service Provider shall have to bear software license cost, if any for fulfilment of the requirement of the project.

17. RISK AND COST

- a. In case, the Service Provider fails to provide the services as mentioned in the RFP, MPCB reserves right to procure same or similar material from alternate sources at risk, cost and responsibility of the Service Provider.
- b. If it is observed that the Service Provider carrying out the work fails to comply with instructions given by the MPCB authorities during execution of work twice, the work will be carried out at the risk and cost of the Agreement & penal action will be taken against them. The above condition will be in addition to the relevant condition in this Agreement regarding cancellation of full or part of the work, finality of the decision of the disputes, differences or claims raised by the Service Provider relating to any matter arising out of the Agreement.

18. CONFLICT OF INTEREST

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

19. CONFIDENTIALITY

- a. The Service Provider will be exposed, by virtue of the agreed activities as per the application document, to internal business information of MPCB and other Government Departments. The Service Provider would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the project in any form. The Service Provider must safeguard the confidentiality of the MPCB's and Government Department's business information, applications, and data. For this, the Service Provider is required to sign Non-Disclosure Agreement with MPCB as per Format provided in the RFP (on the stamp paper of ₹ 500/- duly attested by notary public).
- b. Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the Agreement. MPCB may apart from blacklisting the Service Provider, initiate legal action against the Service Provider for breach of trust. The Service Provider shall also not make any news release, public announcements or any other reference on application document or

- contract agreement without obtaining prior written consent from MPCB.
- c. The Service Provider shall use reasonable care to protect confidential information from unauthorised disclosure and use.

20. ARBITRATION

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

21. HANDLING OF SERVICE PROVIDER GRIEVANCES/DISPUTE RESOLUTION

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

22. GOVERNING LAW AND JURISDICTION

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

23. LIMITATION OF LIABILITY

- a. The liability of the Service Provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including the work, deliverables or Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under this Clause shall not be applicable to the indemnification obligations.
- b. In no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a

duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

24. VARIATION IN AGREEMENT QUANTITY & ITS PAYMENT

- a. Modification to Agreement to be in writing: In the event of any of the provisions of the Agreement requiring to be modified after the Agreement documents have been signed, modifications shall be made in writing and signed by both the Service Provider and MPCB.
- b. Powers of Modification to Agreement: MPCB shall be entitled by order in writing to enlarge or extend, diminish, or reduce scope.

25. EXTENSION OF TIMELINES

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

26. RELATIONSHIPS

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

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

27. TERMINATION

a. Termination by MPCB

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

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

b. Termination by the Service Provider

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

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

c. Delays in Service Provider's performance

- i. If at any time during performance of the Agreement, the Service Provider may encounter conditions impeding performance of the services, the Service Provider shall promptly notify MPCB in writing of the facts of the delay, it's likely duration and its causes.
- ii. As soon as after receipt of the Service Provider's notice, MPCB shall evaluate the situation and may at its discretion, extend the Service Providers time for performance with or without penalty in which case the extension shall be ratified by the Service Providers by amendment of the

contract but in no case, extension shall be given more than one time. For avoidance of doubt, delay in performance for reasons beyond control of the Service Provider or for reasons not attributable to the Service Provider or for reasons attributable to MPCB, shall not attract any penalty.

d. Payment upon Termination

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

- i. If the Contract is terminated pursuant to *clause 27 sub-clause c*, remuneration for Services satisfactorily performed prior to the effective date of termination.
- ii. If the agreement is terminated pursuant of *clause 27 sub-clause c*. The Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the MPCB may consider making a payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the MPCB. Applicable under such circumstances, upon termination, the MPCB may also impose liquidated damages. The Service Provider will be required to pay any such liquidated damages to MPCB within Thirty (30) days of termination date.

28. ASSIGNMENT AND SUBLETTING

The Service Provider shall not assign/sub-contract/sublet, in whole or in part, their rights and obligations under this Contract to any third party, except with prior written consent of the other party

29. FORCE MAJEURE

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

- a. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Agreement.
- b. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five (5) days of the occurrence of such event. MPCB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Service Provider's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

(1) Non-Political Events:

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

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

(2) Indirect Political Event.

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

- (i) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage.
- (ii) any political or economic upheaval, disturbance, movement, struggle, or similar occurrence which could not have been anticipated or foreseen by a prudent person, and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible.

- (iii) industry-wide or State-wide strikes or industrial action for a continuous period of Twenty-Four (24) hours and exceeding an aggregate period of Seven (7) days in a Financial Year.
- (iv) any civil commotion, boycott or political agitation which prevents for providing services as per scope of work or fulfilment of Maintenance Obligations by the Service Provider for an aggregate period exceeding Fifteen (15) days in a Financial Year.
- (v) failure of the Authority to permit the Service Provider to continue its construction works, with or without modifications, in the event of stopping such works after discovery of any geological or archaeological finds or for any other reason.
- (vi) any Indirect Political Event that causes a Non-Political Event; or
- (vii) any event or circumstances of a nature analogous to any of the foregoing.

(3) Political Event

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

- (i) Change in Law, wherein the provisions mentioned in the RFP cannot be applied.
 - (ii) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the entire scheme
 - (iii) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by Service Provider to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
 - (iv) Any event or circumstance of a nature analogous to any of the foregoing.
 - (v) Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lockouts, and freight embargoes.
- g. If a Force Majeure situation arises, the Service Provider shall promptly notify the MPCB in writing of such conditions and the cause thereof within twenty (20) calendar days.
- h. Unless otherwise directed by the MPCB in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of such delay.
- i. If the duration of delay continues beyond a period of Three (3) months, Board and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MPCB, shall be final and binding on the Service Provider.

30. GOVERNANCE SCHEDULE

- a. The Service Provider shall document the agreed structures in a procedural manual under the guidance and supervision of MPCB.
- b. The agenda for each project review meeting shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the

- Parties or at the request of either Party.
- c. Copies of the agenda for review meetings along with relevant pre-reading material, shall be distributed.
 - d. All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
 - e. The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate discussions between them/their representatives or senior officers.

31. EXIT MANGEMENT

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

32. AGREEMENT LANGUAGE AND LAW

- a. The Agreement Documents shall be drawn in English Language and all correspondence drawings and documents and any written matter relating to the Agreement shall be in English only.
- b. The Agreement shall be governed by and construed in accordance with the Laws of India. No suit or other proceeding relating to the Agreement shall be filed or taken by the Service Provider or MPCB in any Court of Law before exhausting the mechanism of Arbitration.

33. ADDRESSES FOR CORRESPONDENCE

All and any notices required or permitted to the Parties hereto pursuant to this Understanding shall be sent to the said Party at the address or to such other address as such party shall designate in writing for that purpose to the other Party by Registered Post.

34. INCLUSIVITY OF CONTRACT

This agreement shall be read along with its Annexures, the terms and conditions set out in the RFP No. _____, dated _____ 2025 and its corrigenda, Work Order No. MPCB/...../2025/....., dated _____ 2025, and inclusive of all consequent communications through letters, emails and clarifications which shall hold good during the period of this agreement.

In WITNESS whereof the said service provider and MPCB hereby affix their hand and seal thereto on the day and year first above written.

For Service Provider:

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

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

User
Maharashtra Pollution Control Board

Name

Signature of Board's Authorized
Representative with Seal
Service Provider

Signature

M/s.(name of the
Successful Bidder)

Name

Signature of Authorized
Representative with Seal

Signature

Signed, Sealed and Delivered by the said _____

(For the Board) in the presence of

Signed, Sealed and Delivered by the said

Attached:

Annexure-1: Price Schedule

Annexure-2: Scope of Work

Annexure-3: Non-Disclosure Agreement

Note:

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

Annexure 18 Non-Disclosure Agreement

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

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

WHEREAS

1. The “MPCB” has issued a public notice inviting various organizations for **Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra**. (Hereinafter called the “Project”).
2. The Bidder, having represented to the “MPCB” that it is interested to bid for the proposed Project,
3. The MPCB and the Bidder agree as follows:
 - a) In connection with the “Project”, the MPCB agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the MPCB operations that are considered confidential.
 - b) The Bidder to whom this information (Request for Proposal) is disclosed shall –
 - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information.
 - ii. restrict disclosure of the information solely to its employees, other 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 19 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, 3rd floor,
Opp. PVR Cinema, Sion Circle, Sion,
Mumbai-400 022

Whereas <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> for the **RFP for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra** (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 ₹ <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 ₹ <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 ₹ <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to <Insert Expiry Date>
- It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Dated _____ Day of _____ 2025 For _____

(Indicate the name of the Bank)

Annexure 20 Format of sending pre-bid queries

All queries for the pre-bid meeting needs to be submitted in the following format (in soft copy **(editable excel format)**) as mentioned in section “Notice for Request for Proposal”

SUB: RFP for Supply, Testing, Commissioning and Maintenance of Real-Time Water Quality Monitoring Stations (RTWQMS) in Maharashtra

Ref: RFP Ref. No.: MPCB/JD (WPC)/ RTWQMS/ 2025-26

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

Signature :

Name of the Authorized signatory :

Company seal :

Date and Stamped :

Annexure 21 Locations for Installations

S. No.	Name of River	Address	Priority
Mithi (POWAI TO DHARAVI)			
1	2168	Mithi river near Road bridge, Village. Mahim, Taluka. Bandra, District. Mumbai.	I (BOD above 30mg/l)
Mutha (SHIVAJI NAGAR TO KHADAKWASLA DAM)			
2	2191	Mutha river at Sangam bridge near Ganapathyghat, Village. Shivaji Nagar, Taluka. Pune, District. Pune.	II (BOD 20-30 mg/l)
Pawna (DAPODI TO RAVET)			
3	2196	Pawana river at Sangavigaon, Village. Sangavigaon, Taluka. Haweli, District. Pune.	I (BOD above 30mg/l)
Bhima (VITHALWADI TO TAKLI)			
4	28	Bhima river at Takli near Karnataka border, Village. Takali, Taluka. South Solapur, District. Solapur.	II (BOD 20-30 mg/l)
Mula (BOPODI TO AUNDH GAON)			
5	2193	Mula river at Aundh bridge, Village. Aundhgaon, Taluka. Haweli, District. Pune.	II (BOD 20-30 mg/l)
Panchaganga (SHIROL TO KOLHAPUR)			
6	1311	Panchaganga river at Ichalkaranji near MIDC intake well. Village. Shiradhwad (Ichalkaranji ghat), Taluka. Hatkanangale, District. Kolhapur.	IV (BOD 6-10 mg/l)
Godavari (SOMESHWAR TEMPLE TO RAHED)			
7	1209	Godavari river at Raher, Village. Raher, Taluka. Nayagaon, District. Nanded.	III (BOD 10-20 mg/l)
Kundalika (SALAV TO ROHA)			
8	1152	Kundalika river at Roha bridge, Village. Roha, Taluka. Roha, District. Raigad.	III (BOD 10-20 mg/l)
Ulhas (KALYAN TO BADLAPUR)			
9	1094	Ulhas river D/s of Badlapur Water Works, District Thane.	IV (BOD 6-10 mg/l)
Indrayani (MOSHIGAON TO ALANDIGAON)			
10	2197	Indrayani river at D/s of Alandigaon, Village. Alandigaon, Taluka. Haweli, District. Pune.	IV (BOD 6-10 mg/l)

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